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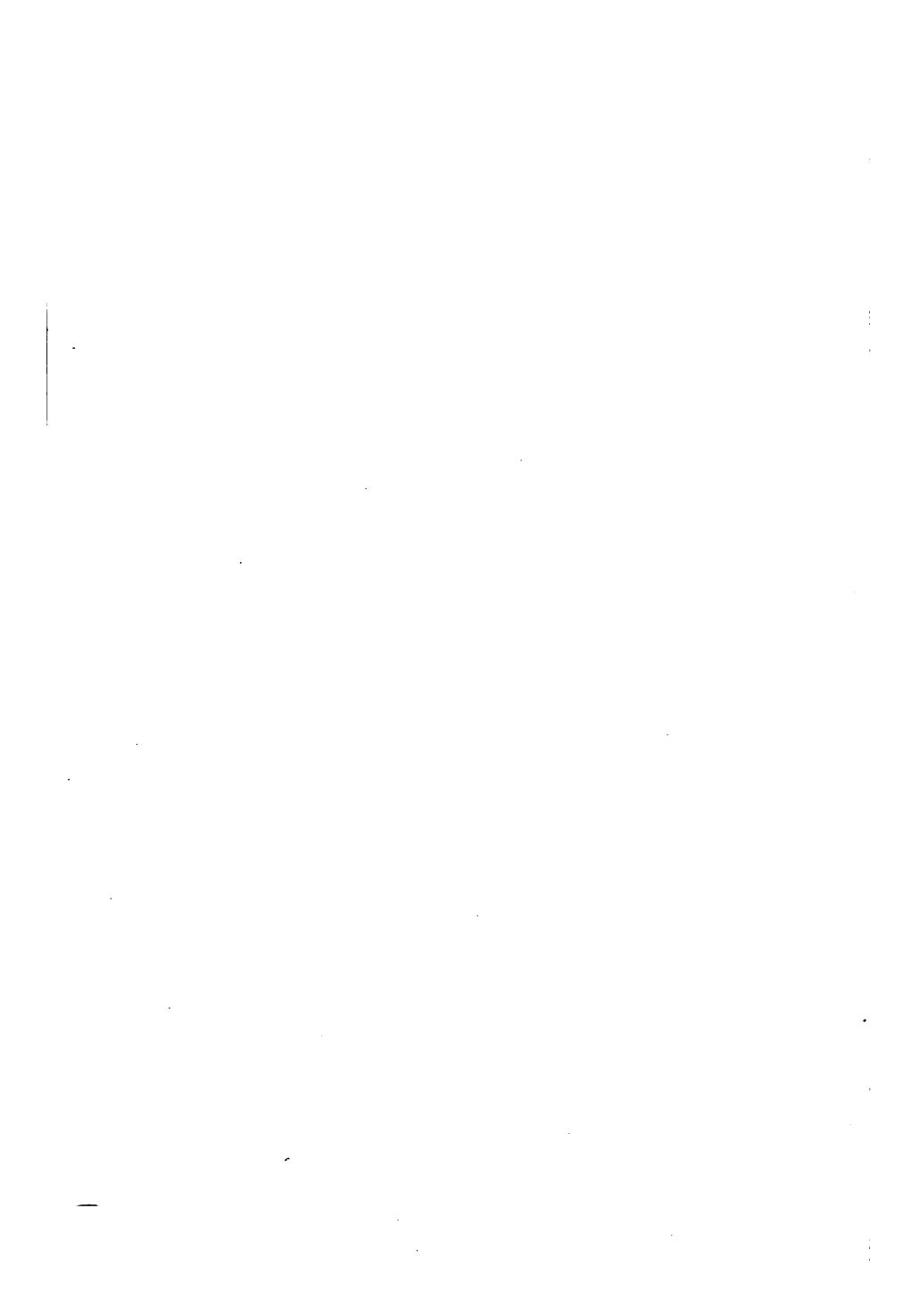
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**MANUAL OF FRENCH LAW**  
**AND COMMERCIAL INFORMATION**





# MANUAL OF FRENCH LAW

AND COMMERCIAL INFORMATION

BY

*amion*  
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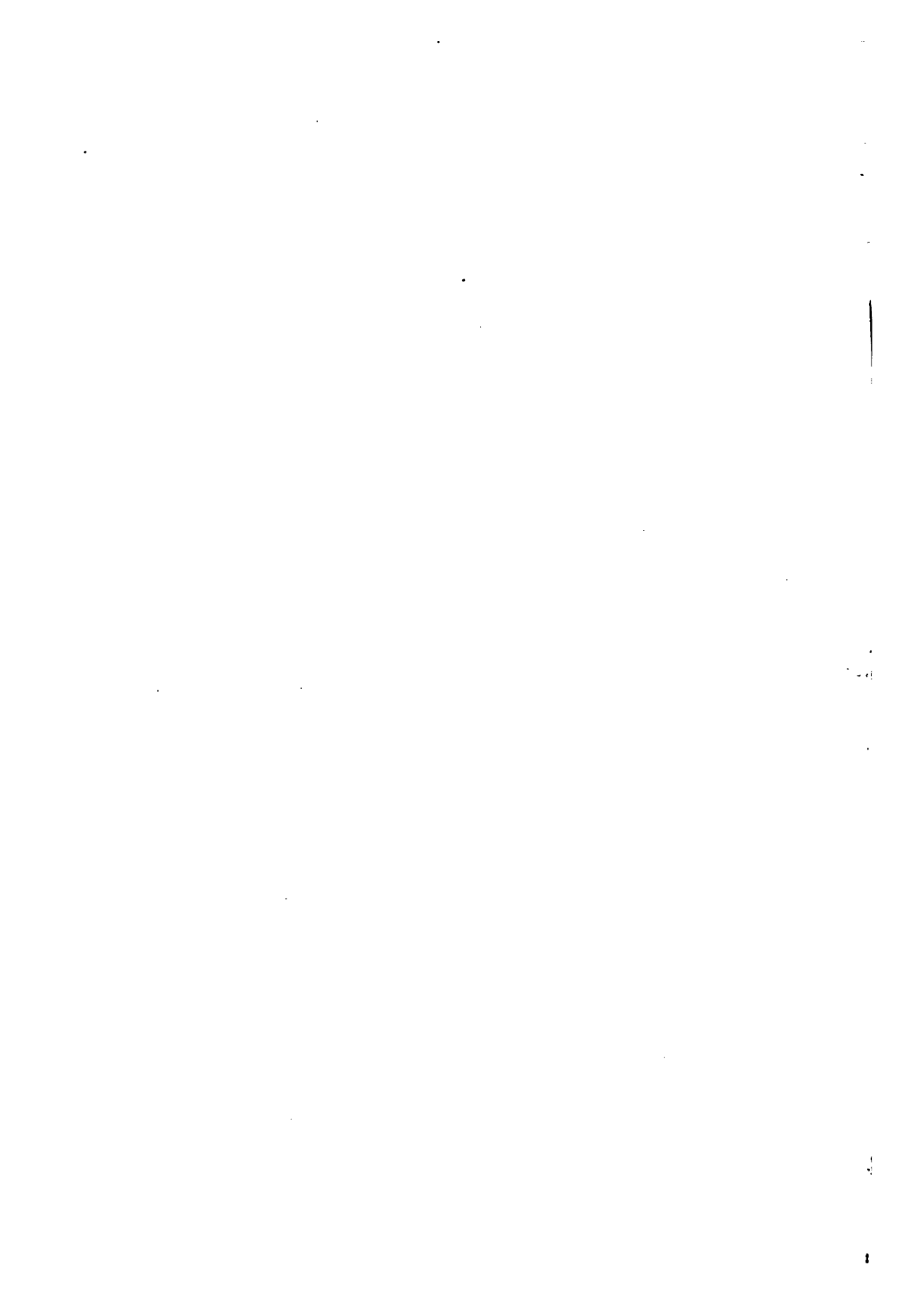
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MCMII

(1912)



DEDICATED TO  
M<sup>r</sup>. GEORGES BARBEY  
AVOCAT À LA COUR D'APPEL DE PARIS  
SECRÉTAIRE DE LA CONFÉRENCE DES AVOCATS  
IN GRATEFUL ACKNOWLEDGMENT  
OF  
HIS HAVING READ THROUGH THIS VOLUME BEFORE  
PUBLICATION AND GIVEN ME MOST VALUABLE  
AND VALUED SUGGESTIONS  
A SERVICE  
FOR WHICH HIS THOROUGH ACQUAINTANCE WITH THE  
ENGLISH LANGUAGE AND HIS SOUND LEGAL  
KNOWLEDGE HAVE RENDERED HIM  
SO EMINENTLY QUALIFIED



## PREFACE

THIS volume is a compendium of the salient points in the Law of France, taken from the French Codes and the Laws in vogue in France at the present day, together with special articles by experts on subjects of particular interest to American and English business men, travellers, and persons having business and social relations with France, students and literary persons desiring a handy book for reference. To this is added a number of forms in daily use in France in connection with business transactions and legal affairs. The whole is alphabetically arranged for convenience of reference.

While written principally for laymen, the "Manual" may be of some interest and utility to the Profession. Of interest because French law is the perpetuation of the Civil Law, and "it is also well for us votaries of the Common Law to remember that there is another jurisprudence founded upon the Roman or the Civil Law, and prevailing throughout the greater part of Continental Europe, from which we have ourselves borrowed many of the most important legal principles."\* Of utility because the "Manual," being compiled from reliable sources, may be safely consulted when occasion demands.

In presenting the "Manual" to the public, I have pleasure in acknowledging the courtesy of the several expert contributors who have written special articles for this volume. I am indebted to Mr. Henry Vignaud, First Secretary of the U.S. Embassy, Paris, for his kindness in giving me information on "Passports" and other kindred subjects; to the United States Consul-General (the Hon.

\* Address of President Hornblower at the last annual meeting of the N.Y. State Bar Association.

J. K. Gowdy) I am indebted for very full information on "points which interest Americans"; H.M. Consul-General, Mr. A. Percy Inglis, has very courteously given me information in connection with the British Consular service.

To the kindness of Messrs. Brandon Brothers, the well-known Patent Agents and Experts, I owe an article on Patents in France; Mr. W. S. Dalliba, Representative in Europe for the American Express Company, has furnished me with information in relation to shipments destined to points in France; the article on "Finance and Banking" is specially written for the "Manual" by "Ernest Lyttlessea" (pseudonym), an expert authority on Finance and Banking in France. The Lord Bishop of London has authorised me to reproduce an "Order" on "foreign marriages."

While I have availed myself of every reliable authority and commentator on French law, I desire specially to mention "The French Law of Marriage" by Mr. Edmond Kelly, revised and enlarged by Mr. Oliver E. Bodington. I have availed myself, with his consent, of Mr. Sylvain Meyer's translation of the "Code de Commerce." Mr. Henry Cachard has equally placed his translation of the Civil Code at my disposal. The Secretary-General of Police (M. Laurent) has given me much useful information on a variety of subjects.

Mr. E. M. Green, Secretary of the American Chamber of Commerce, and Mr. W. A. C. Neal, Secretary of the British Chamber of Commerce, have given me much valuable information and, at all times, have shown me the greatest courtesy, which I am glad to acknowledge.

In conclusion, I hope that the perusal of these pages may help to smooth away and remove some of the difficulties and misunderstandings between countries whose systems of laws are so different in many respects and yet so identical in the great fundamental objects sought to be attained, and thus supplement and support the patriotic efforts of those eminent Frenchmen, M. Jules Cambon, Baron Pierre de Coubertin, Baron d'Estournelles de Constant, M. Jules Siegfried, M. Léopold Mabileau, M. Gaston Deschamps, and many others.

31 RUE DE LA FAISANDERIE, PARIS,

*October 1902.*

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**Accidents to Working Men**—(*continued*).

a lump sum equivalent to three times the income which would be accorded to him if remaining in France or in French possessions. The wife and children, if not residing in French territory at the time of the accident, receive nothing.

**Accounts.**—(See "Tradesmen.")

**Acte.**—An *Acte* is a title or proof in writing of a fact or agreement.

**Acte Authentique.**—An *acte authentique* is a document which is received by a public officer such as a notary, mayor, clerk of a Court, bailiff, &c., having the right to draw up such documents in legal and solemn form. An *acte authentique* is always considered as sincere or reputable and legal, and can only be brought into question by a law-suit rather complicated in its nature, called *inscription en faux*.

An authentic act which is valid in a foreign country is valid in France in all cases where an international treaty makes it valid. Otherwise a French Court is necessary to be invoked to make it executory.

*Acte sous seing privé* is a document which is signed with private signature. These are valid in such cases where the law does not prescribe the documents in question to be under notarial or other official signature. The burden of proof or *onus probandi* rests on the party signing *sous seing privé* to show that the signature is genuine. In the case of an *acte authentique* no such proof is required. The following are cases where private signatures are invalid: Contracts of marriage; mortgages and discharges of mortgages; gifts *inter vivos*; revocations of a gift or of a will; recognition of an illegitimate child; respectful notices of marriage; mystic and public wills; assignments of patents.

**Acte de Commerce.**—An *acte de commerce* is not a simple matter to define in connection with the Law of France, but the following are examples of *actes de commerce*; Buying of provisions and merchandise to sell them; every manufacturing enterprise or enterprise of commission, or transport by land or water; every enterprise of supplying, agency, business office, establishments for sale at auction, public spectacles; every operation on 'change, bank and commission; all public banking operations; all obligations between merchants, bankers and the



**Acte de Commerce**—(*continued*).

like; letters of credit—as between all persons; all enterprises in connection with construction, sale and resale of vessels for navigations; all exports by sea, &c. The *Code de Commerce* (article 632, *et seq.*) gives a list of *actes de commerce* in conformity with the law of June 7, 1894. The payment by cheque, even when drawn at one place and payable at another place, does not *ipso facto*, constitute an *acte de commerce*. However, the provisions of the Code of Commerce relative to the joint and several guaranty of the drawer and endorsers, or to protest or exercise of an *action en garantie* concerning bills of exchange, are applicable to cheques.

**Actif.**—Signifies assets as opposed to *passif*, debts.

**Address (change of).**—In changing one's address very great inconvenience is often experienced in regard to letters. There are two precautions to take. The first is to notify the Post Office authorities; write to the *Receveur Principal des Postes et des Télégraphes*, notifying him of your change of address. If this is not effectual, write again. Then ask the *concierge* of your residence to forward your letters to your new address. The *concierge* is bound to *faire suivre* (forward) your letters and give to inquirers your new address for the period of ONE YEAR from the date of the change. In regard to the Postal authorities there is no time fixed, but it is understood that a reasonable time is allowed so as to enable the applicant to notify his correspondents of the change in address. Generally speaking a reasonable time is at least three months. In changing one's PLACE OF BUSINESS, where the tenant is a tradesman, or exercising a profession, the tenant has the right to leave a placard, placed in the window, or at the principal entrance, indicating the change of address and giving the new one. This placard may be left there for the period of SIX MONTHS. The period and the place of fixing the placard is generally arranged amicably between the tenant and his landlord. In case of dispute, an application may be made to a judge sitting in chambers (*référé*).

**Agents (for Carriage by Land or by Water).**—

An agent who undertakes carriage by land or water is bound to enter in his journal a statement of the nature and quantity of the goods, and if required, of their value. He is answerable for the arrival of the goods within the time specified in the

**Agents (for Carriage by Land or by Water)**—(*continued*).

way-bill (*lettre de voiture*) except in the case of *force majeure* as defined by law. He is answerable for the damage or the loss of the goods unless there be a stipulation to the contrary in the way-bill or *force majeure*. He is answerable for the acts of any intermediate agent to whom he may send the goods.

When goods have left the warehouse of the seller or sender, they are forwarded at the risk of the owner unless there be an agreement to the contrary, but the owner has a right of recovery against the agent and carrier entrusted with the carriage.

The way-bill is a contract between the sender and the carrier or between the sender, agent and carrier. The way-bill must be dated and should contain: The nature and weight or contents of the articles to be carried; the time within which the carriage is to be effected. It must also contain the name and domicile of the agent—if there be one—by whom the carriage is to be effected, the name of the person to whom the goods are addressed, and the name and domicile of the carrier. It must also state the amount to be paid for the carriage, and the indemnity in case of delay. It must be signed by the sender or his agent. The marks and numbers of the goods are written in the margin. The way-bill must be copied by the agent in a book numbered and initialled continuously and without blanks.

**Agréé.**—An *agréé* is a person *agréé* or accepted by the Tribunals of Commerce in France to represent parties having business in those Courts. ANY ONE MAY PLEAD HIS OWN CAUSE IN THESE COURTS or empower another to plead for him by means of a Power of Attorney or *pouvoir*.

As the business before the *Tribunaux de Commerce* is enormous, and as experience shows that trained men well skilled in legal practice economise time, there is a branch of the legal profession in France who make a specialty of practising in these Courts and are called *Avocats-Agréés*. They are professional attorneys in fact and undertake business only when authorised to do so by a Power of Attorney or *pouvoir*. There are fifteen *Avocats-Agréés* in Paris.

**Ajournement.**—The English word “adjournment” does not always convey the idea of the French *ajournement*. If, in a dispute—where there is all the material for a law-suit if the parties really want to fight or one of them is determined to do so—a *conciliation* (which see) is impossible or not wanted, the next step is an *ajournement*. This is an *assignation* or writ of summons (see “*Assignation*”).

**Aleatory contract.**—Gaming contract.

**Aliéné.**—The word *aliéné* must not be confounded with *aliénation*. In law *aliéné* has only one signification, viz., “lunatic”; the latter means primarily “transfer” (of property), and in addition to that it means “madness.” (For *aliéné* see “Interdit,” and for the former signification of *aliénation* see “Transfer.”)

**Aliments.**—By *aliments* French Law understands everything necessary for living—such as food, clothing, lodging, &c. In Divorce it is known in American and English Law as alimony. *Aliments* are obligatory as between parents and children. The Civil Code declares that children owe support to their father and mother and other ascendants who are in want. The succession of a deceased husband or wife owes support in the same case to a surviving wife or husband. Sons-in-law and daughters-in-law owe support under the same circumstances to their fathers-in-law and mothers-in-law. The converse of this provision is also obligatory, the obligations resulting from these relations are reciprocal.

**American Citizen (Death of, in France).**—(See “U.S. Consulate General.”)

**American Merchandise (Reshipment of).**—(See “U.S. Consulate General.”)

**Animals (Cruelty to).**—Cruelty to animals is punished by the *Loi Grummont* (so called from the name of its author) by a fine of from five francs to fifteen francs, and if a grave case, by imprisonment of from one to five days. By “cruelty” is meant “public cruelty.” Complaints should be made to policemen (*agents*) and to the *Société Protectrice des Animaux*. The Penal Code provides that “Whoever shall have poisoned horses or other animals used for light draught purposes, riding or heavy loads, horned beasts, sheep, goats, pigs, or fish in ponds or small preserves or reservoirs, shall be punished by imprisonment for one year to five years and a fine of from 16 to 300 francs,” with police surveillance in addition, according as the Court may direct. Also, “Those who without necessity (*sans nécessité*) shall have killed one of these animals above-mentioned shall be punished” by imprisonment of from six days to six months. Also, “Whoever shall have, without necessity, killed a domestic animal in a place where the

**Animals (Cruelty to)**—(*continued*).

owner of said animal is also owner of the place, or is a tenant, planter or farmer, shall be punished by imprisonment of six days at least or six months at the longest."

**Animals (Vicious).**—The Civil Code declares "The owner of an animal or of an animal he is using (during the period of so using it) is responsible for the damage which the animal commits—whether the animal is directly in his care or whether the animal has strayed or run away." It may happen that serious injury to persons—possibly death—may ensue. Then the case is more serious and is provided for by the Penal Code under the heading of *Homicide, Blessures et Coups Involontaires*. If an owner proves that all efforts on his part, all care and attention had been paid, and that the accident was the result of circumstances which no human precautions could have anticipated, the Court will take it into consideration. Otherwise the owner of a vicious animal is subject to a fine in case of damage ranging from 11 francs to 15 francs, or six days to two years imprisonment, and a fine of from 16 francs to 600 francs. A dog, which has a habit of running after passers-by and molests them, renders his owner liable to a fine of from six francs to ten francs, and this when no actual harm or wound has been inflicted

**Annuity (Life).**—A life annuity is an aleatory contract. (See "Aleatory Contracts.") A life annuity can be constituted for a valuable consideration on the payment of a certain sum of money, or for personal property capable of valuation, or for real property. A life annuity can also be constituted purely gratuitously; by gift *inter vivos* (that is between living persons) or by will. The forms required by law must be carried out in regard to such annuities. In the case of gratuitous annuities, if the amount is in excess of what is allowed by law then it can be reduced to the legal amount. The clause of the Civil Code declaring this fact is precisely one which a foreigner should be very careful to understand in dealings with Frenchmen. A Frenchman is not allowed by the law of his country to deal always with his property as he likes. (See articles on "Marriage," "Wills," "Succession.") If the life annuity is in favour of a person incapable of receiving it, then the annuity is void and of no effect. A life annuity can be constituted on the life of the person constituting it and paying the consideration, or it can be constituted on the life of a third person who has

**Annuity (Life)**—(*continued*).

nothing to do with the enjoyment of the annuity. It can be constituted on the life of one person or several persons. It can be constituted on the life of a third person, although the price or consideration be paid by another person. In this last-mentioned case, although the annuity has the character of a gift it is not subject to the formalities requisite for *donations*, except in so far as the question of reduction or nullity arises (above referred to). Every life annuity for the benefit of a person who dies on the day of the contract produces no effect. The same provision applies to the case of a person suffering from an illness of which he dies within twenty days of the signing of the contract.

**Antenuptial Settlement.**—(See “Marriage (*Contrat de Mariage*)” and “Forms.”)

**Antichrèse.**—Antichresis is the word used in the Civil Law to denote the contract by which a creditor acquires the right to reap the fruit of other revenues of the immovables given to him in pledge, on condition of deducting annually their proceeds from the interest if any is due to him and afterwards from the principal of his debt. (See “Pawn.”)

**Appeals.**—Appeals from the Tribunal of Commerce and the Tribunal of First Instance are made to the *Cour d'Appel* within two MONTHS from the date of “signification” of judgment to the losing party. (See “Tribunal of Commerce” and “Cour d'Appel.”)

**Architects.**—(See “Professions and Trades.”)

**Army.**—(See “Military Service” and “Forms.”)

**Arrest of Foreigners.**—(See “U.S. Consulate-General.”)

**Arrhes.**—*Arrhes* is what is called in English law “Earnest-money.” In France the word is frequently used. It is derived from the Latin “*arrahae*.” There are two kinds: One where a transaction is to take place, and then the earnest-money binds the contract. The other case is where, for instance, a sale has actually taken place. In some shops you are asked, in giving an order, to pay a certain sum as *arrhes*. Again, a cabman has the right, by police regulation, to demand

**Arrhes**—(*continued*).

*arrhes* if, on arriving at a place where there are several exits, the person hiring desires to retain the cab. In any case, under these circumstances, the cabman has the right to demand payment for the trip up to the place above mentioned. It is evident that in fairness to the cabman, who sometimes is left in the lurch by unscrupulous persons, at places where he cannot watch all the exits, this regulation as to *arrhes* is logical. Again, *arrhes* are recognised in leasing a place. Payment of this earnest-money, whether the lease is written or only verbal, binds the parties to a certain extent. If the contract is completed then the deposit is credited on account. If the lessor withdraws from his engagement he must pay back double what he has received; if the lessee withdraws before completion of the contract, then he loses his deposit. The lessee or purchaser, as the case may be, is more secure in paying the deposit "on account," which binds the lessor.

**Artistes.**—(See "Professions and Trades.")

**Artists (American Residing Abroad).**—(See "U.S. Consul-General," "Residence in France.")

**Assignment.**—The *assignation* is a complaint in an action at law. It recites the terms of the *sommation*, if one has been already served, and sets forth the claim of the plaintiff (*demandeur*). It is served by a *huissier*. (See "Forms.")

**Assignment (of Patents).**—Assigning a Patent under private seal is valid as between the parties and not so as to a third person.

**Assistance Judiciaire.**—This is called in American and English law suing *in formâ pauperis*. When the parties to an action have not sufficient money to support the expense of employing a lawyer they may apply to the *Procureur de la République* petitioning for the appointment of a lawyer to act for them gratis and for nothing. There are several *Bureaux de l'Assistance Judiciaire* such as that of the Court of Cassation, the Court of Appeal, &c. The applicant must satisfy the Bureau that he is really indigent and unable to pay a lawyer. IT IS A QUESTION WHETHER A FOREIGNER CAN BE GRANTED ASSISTANCE JUDICIAIRE. But opinion would seem slightly in favour of supporting this demand. The Bureau of Nancy took the view that a foreigner,

**Assistance Judiciaire**—(continued).

not admitted to domicile in France, had no such right and this view was supported by the Ministerial Decree of 1876 in that regard. But the Bureau of the Tribunal of the Seine in 1855 decided that foreigners who were indigent had a right to this assistance WHEN THE FRENCH TRIBUNALS WERE COMPETENT. In criminal matters a prisoner is given or assigned a lawyer without any demand on the part of the prisoner to that effect. For form of demand for *assistance judiciaire*, see "Forms."

**Attachment.**—Every attachment of real property must be PRECEDED BY A COMMANDEMENT or order to pay a certain sum of money. (See "Saisie," "Auction.")

**Attorney.**—(See "Power of Attorney.")

**Attorney's Lien.**—In America and in England an attorney has a lien on the papers connected with a case placed in his hands. So that he can retain the papers until the fees are paid. In France no lawyer is allowed to retain a *dossier* as security for fees and hence it is customary for French lawyers to ask their fees in advance. It is only fair to the profession to point this out since the payment of fees in advance is the rule in France and is no reflection on the client. (See "Avocat.")

**Auctions (Real Estate).**—Public auction sales of real estate or personal property are subject to peculiar formalities in French law. When land is sold by order of Court for the benefit of creditors an *avoué* presides. Three candles or tapers—each capable of burning for the space of one minute—are lighted in succession. Then the bids are made. After the third candle has burned out the highest bidder's offer becomes definite. This, however, is subject to a condition. The Code of Civil Procedure provides that eight days after a *saisie immobilière* or attachment of real property any one can make a bid or *surenchère* on the bid taken as "definite" at the public auction. A *surenchère* must be one-sixth at least of the price offered at the original auction sale. In case of a sale of real estate voluntarily by the owner only mortgagees having mortgages on the property can claim the privilege of a *surenchère* and this must be in this case one-tenth of the price stipulated for in the contract. Where real estate is sold in case of bankruptcy any one can come in and offer one-tenth over the highest price obtained at the original auction. In case, at one of these auction sales, a

**Auctions (Real Estate)**—(continued).

bidder makes a bid which he cannot carry out, in other words cannot pay up, such a bid is called a *folle enchère* which literally means a "mad bid." (This term of "mad" is used also in case a suitor makes a frivolous appeal. See "Fol Appel.") In the case referred to as a *folle enchère* the bidder has to pay the difference between the highest price obtained at a subsequent auction sale and the price which he offered at the original sale. If, however, the subsequent sale results in a *higher* price than the "mad bidder" is not allowed to profit by it.

In the *salle de criées* "only real estate which has been attached is sold. (See "Saisie Immobilière," "Horses, Sale of.")

**Automobiles.**—The decrees in regard to automobiles in France are those of March 10, 1899, and December 10, 1901.

The following are the most important items contained in these decrees: automobiles exceeding 350 kilogrammes empty weight must be furnished with reversing machinery so as to be able to go backwards. Every automobile must be provided with two systems of breaks. Automobiles coming to France from abroad must be certified to as to the construction, fulfilling the requirements by the proper official of the Mines Department before the machine can be put into circulation. A constructor can sell automobiles like the one passed by the official referred to, but they must conform to the model passed by the official, and the number of machines to be sold is limited. Every owner of an automobile must, before he drives it in the public thoroughfares, send a declaration to the Prefect of the Department where he resides, and this declaration is forwarded at once to the Department of Mines. The declaration referred to must contain the name and domicile of the owner, and annexed to this declaration must be the certificate of the official of the Mines Department above referred to.

The permit to use the public roads following the declaration referred to shall indicate the number assigned to the vehicle or state that the machine is not subject to the regulation as to carrying a number. The declaration once made suffices for all France.

The certificate must state the maximum speed of the automobile on a level road. If this speed is greater than thirty kilometres an hour it must bear a number in front and in the rear of the vehicle.

No one can conduct an automobile unless he can obtain a certificate delivered by the Prefect of the Department of the



**Automobiles**—(continued).

automobilist's residence. This certificate is issued by the Prefect only on the favourable report of the Mines Department. This document is called a certificate of capacity. A special certificate of capacity is issued for conductors of motorcycles under fifty kilogrammes in weight.

The conductor of an automobile must show whenever demanded by a competent authority, first, HIS CERTIFICATE OF CAPACITY, and, secondly, HIS PERMIT ISSUED ON THE STRENGTH OF HIS DECLARATION (*récépissé de déclaration du véhicule*). The various parts of an automobile should be in perfect working order at all times, and PARTICULARLY THE BRAKES. The conductor of an automobile must "pull up" every time the vehicle might cause an accident, disorder or impede traffic. In narrow streets or places where traffic is in a crowded state the speed must not exceed that of a man walking. In no case must the speed exceed thirty kilometres an hour in flat country, and twenty kilometres an hour elsewhere, except in racing, when special regulations are brought into operation. A trumpet must be used to announce the approach of an automobile. Every automobile must have in front of it a white lamp and a green lamp. The conductor must never quit the automobile without having taken ample precautions to avoid accidents and all danger of the automobile starting during his absence. He must also suppress all noise of the motor when he leaves the automobile.

**TAXES ON AUTOMOBILES IN FRANCE.**

Cities, Communes, or Localities to which the Tariff is applicable.	For each Automobile.		For each h.-p. or fraction thereof.
	One or two places.	More than two places.	
Paris	Francs. 50	Francs. 90	Francs. 5
Communes { Other than Paris, having population of more than 40,000 . . . . .	40	75	5
	From 20,001 to 40,000 . . . . .	60	5
	„ 10,001 „ 20,000 . . . . .	50	5
	„ 10,000 and under . . . . .	40	5

**Avocat.**—The profession of a French Barrister (*Avocat*) which has been adorned in the past by the names of such eminent men as Berryer, Chaix d'Est Ange, Jules Favre, Gambetta, Jules Grevy, and, in our day, Rousse (member of the French

**Avocat**—(continued).

Academy), Count d'Haussonville, and others, approaches more nearly, in general characteristics, that of his *confrère* in England. It is far more restricted and conservative than the profession of an American attorney. A foreigner cannot, unless naturalised, become a member of the French Bar. To become a member of the bar, a Frenchman must give satisfactory proof of leading an honourable life, and must have passed his examinations as *Licencié*. To obtain his *licence* he must study for three years, and, if he desires to obtain his *Doctorat*, two years more are required. Another two years must be spent in learning the details of procedure, and then a period of apprenticeship (*stage*) of three years—ten years in all. On obtaining his *licence* the applicant makes a formal application for admission to the bar, whereupon a member of the Council of the *Ordre* (a kind of Bar association) calls at his residence and subsequently draws up a report. If this report is favourable the applicant is "sworn in." This takes about a month in all. The barrister then becomes a *stagiaire*. He must go to the *Conférences* or Debating Society. He must make speeches at the Conference, and, if he obtains distinction in this connection, he is appointed *secrétaire*. In all there are twelve secretaries of the *Conférence*, whose duty it is to judge of the qualifications of the fellow members during the year following their appointment. Another duty of the *stagiaire* is to attend the meetings of the *Colonne*, where a senior member teaches the juniors the rules and traditions of the profession. These rules are peculiar. For instance, a French barrister cannot claim his fees (*honoraires*), and consequently cannot sue his client to recover them, on the ground that it would be unbecoming for a barrister to come before the same court as suitor where he pleads in his professional capacity. He cannot advertise in any way, nor even have his name inscribed on the door of his study (*étude*), nor can he have his name and profession indicated on his letter-paper. He cannot accept a *mandat* in the name and place of his client. He can only give and write *consultations* and plead in court. While an *Avoué* (solicitor) must be employed in every case except in the Tribunal of Commerce, and before the *Juge de Paix*—the employment of an *Avocat* is not obligatory. (See "Officers Ministeriels.")

**Avoué.**—The *avoué* is a ministerial officer whose services are obligatory. They are attached to (1) First Instance, and (2)

**Avoué**—(continued).

Court of Appeals. There are no *avoués* attached to the Tribunal of Commerce or the Court of the *Juge de Paix*.

**Balcony.**—Landlords are liable for accidents arising from defective condition of balconies. Plants and objects such as boxes and vases must not be placed in windows or balconies unless such precautions are taken as to make the fall of these objects impossible. Watering flowers and plants in windows and balconies is prohibited. It is obvious that where these rules are broken the offender renders himself liable to damages when, owing to his negligence, a lady's costly hat or dress has been spoiled by water or earth, &c., falling from a window or balcony.

**Banking.**—(See "Financial" and "Banking in France.")

**Bank of France.**—(See "Personalty" and "Realty," also "Financial.")

**Bankruptcy.**—When a person's liabilities are greater than his assets he is said to be in a state of *déconfiture*. If this person is in business (a *commerçant*) and ceases to pay his debts, then he is said to be in a state of *faillite*. When this *faillite* is accompanied by fraud or grave circumstances this condition becomes *banqueroute* or bankruptcy.

A bankrupt may have only been negligent or committed grave errors in connection with his business affairs without having committed any act of fraud. This is *banqueroute simple*. On the contrary, when there has been fraud the condition of the merchant is called *banqueroute frauduleuse*. Bankruptcy in France, when fraudulent, is dealt with by the Criminal Courts or *Cours d'Assises*. Where it is *banqueroute simple* it is a misdemeanour, or *délit*, and is dealt with by the Correctional Courts. The condition of failure (*faillite*) is only possible where there is a failure in business. A person not in business cannot "fail." One can be in a state of *déconfiture*—not able to find the ready money but yet have sufficient credit and be able to make payments to the extent of avoiding "failure." It may happen, of course, in business transactions that the merchant's assets are greater than his debts, and yet he may be unable to make payments and thus "fail." So then *faillite* and *banqueroute* are the two great distinctions to be made, and leading up to these two conditions as a preliminary state is *déconfiture*.

**Bankruptcy**—(continued).

## THREE STAGES.

So we have three stages in insolvency to consider. First, where a man, knowing that his financial position in business is such that he cannot meet his liabilities, chooses to put his affairs in the hands of the Court (*Tribunal de Commerce*) and honestly meet his creditors with whatever he can manage to pay. This is a voluntary assignment for the benefit of his creditors or *liquidation judiciaire*. Second, where this man finds that he cannot meet his liabilities but is unable to take advantage of a *liquidation judiciaire* on account of technical difficulties. The principal difficulty militating against a Voluntary Assignment is in not "taking time by the forelock" and availing himself of the advantages of this step soon enough. Then there is this difficulty: viz., that he must not be pushed by creditors to such an extent as to leave him no choice in the matter—in other words, he must not wait to be sued, to be attacked, to be sold out, &c. The essence of a voluntary assignment is to be found in the position of a business man before all this or other misfortunes arrive. Very well, then, if he is barred by unfortunate circumstances from making a voluntary assignment he must choose between bankruptcy on his own demand and waiting for one of his creditors or several or all of them to petition the Court to constitute a bankrupt. If he is wise he will choose to petition for this himself. He is wise in this sense: because the greater good faith in these matters the better for the bankrupt. It might happen that in petitioning for assignment he may trip up on some point and be made bankrupt by the Court (see the provisions of the Law of 1889 given in this article). Again, he would be wise to do this (speaking generally and on principle) because it is possible that he runs some risk of being found *banqueroutier* in the French signification of the word—and consequently liable to criminal proceedings.

The third case is that of "bankruptcy" in the French sense of the word, or *banqueroute*, which is, according to its gravity, a misdemeanour or crime. These, then, are the principal points which present themselves in considering the French Bankruptcy Law. Every business man knows that circumstances—sometimes those which are apparently insignificant—may change the whole course of events.

Now the question arises, "Are foreigners subject to any or all of these provisions of the Bankruptcy Law?" The answer

**Bankruptcy**—(continued).

is "yes." The conditions of bankruptcy in France are applicable to every one transacting business (*commerce*). Every trader who stops payment is in a state of bankruptcy, and it is on account of the generality of these terms of the Commercial Code that foreigners are placed on the same level as Frenchmen. It would be difficult, outside of the words of the Commercial Code, to find any reason why a foreigner should not rightly be subject to the Bankruptcy Law in France. If he enjoys the advantages of transacting business in France why should he have any more advantages than a Frenchman in business difficulties?

**BANKRUPTCY OF FOREIGNERS.**

"This power on the part of French Tribunals," say Carpentier and Du Saint, "to declare the bankruptcy (*faillite*) of foreigners could not be seriously controverted when the said foreigners have their principal establishment in France, or it is a question of domicile authorised by the French Government in conformity with the article of the Code dealing with this subject (Art. 13, Code Civil); or even when it is a question of domicile in fact. If a foreign trader neglects to demand domicile in France, or, having demanded it, has been refused, he is deprived of special advantages attached to this favour, but he cannot in any case escape the application of local laws regarding bankruptcy (*faillite*) which laws are enacted more in the interests of creditors than of traders who are debtors." But suppose that the foreign trader is not established in France, and that he has only a branch business in France, what is the position of the business house which stops payment? The same commentators referred to state, "that the jurisprudence of France and the majority of law writers are clear on the point for a long time, and that the French Tribunals have the right to declare bankrupt those foreign traders whose principal place of business is abroad—that is to say, outside of French territory—whose branch establishment is on French soil, or who transact business with Frenchmen even without opening up a house in France. This view of the case is based upon the interpretation of the 14th Article of the Civil Code which deals with the law under which a foreigner in France may be cited to appear before a French Tribunal."

**LEGISLATION ON BANKRUPTCY.**

The provisions of any law on the subject of bankruptcy must necessarily be technical to a degree, and decisions under such

**Bankruptcy**—(continued).

law must, in the nature of things, give rise for much discussion and criticism. The Commercial Code shows that there have been three different stages in legislation in regard to bankruptcy, viz., in 1807, and again in 1838, and recently in 1889. The law of 1807 is abolished, and the law of 1838 and that of 1889 are the ones which deal with the question of bankruptcy in France at the present day. The law of 1838 dealt with bankruptcy in the general sense of that word, while the law of 1889 introduced a new system into French Commercial Law and allows a trader (*commerçant*) to make what is termed a judicial liquidation (*liquidation judiciaire*) which is practically a voluntary assignment for the benefit of creditors.

When a trader stops payment there are only two courses open to him. He can make a voluntary assignment for the benefit of his creditors, which is called a judicial liquidation, or he can declare himself bankrupt, or in a state of *faillite*. Thus far his difficulties are what might be termed purely accidental. But suppose he has stopped payment because his personal expenses, or that of his household, have been excessive, or if he has speculated excessively in any way, or if, with the intention of putting off the evil day of his bankruptcy he has bought goods to sell for a price lower than the market, or borrowed or adopted any disastrous course for a business man, or if after stopping payments he has nevertheless paid one of his creditors to the detriment of the interests of the body of his creditors, then he is guilty of a misdemeanour, and his position is that of *banqueroute simple*. Here again there is no crime in the strict sense of the word. This is imprudence, rashness, business folly, but there is no criminal intent. The *banqueroutier simple* is only guilty of criminally depriving his creditors of their dues by not exercising his judgment, and to deter such conduct the law calls it a *délit*, and is punished by imprisonment for not less than one month and not more than two years. Where there has been fraud (*banqueroute frauduleuse*) the bankrupt is punished by hard labour for a certain time (*travaux forcés à temps*).

**ASSIGNMENT FOR BENEFIT OF CREDITORS.**

A voluntary assignment for the benefit of creditors or *liquidation judiciaire* depends, for its efficacy, upon the entire good faith of the debtor. It may happen, on the other hand, that in the midst of the proceedings the Court pronounces a *faillite* for irregularity in the proceedings or neglect to carry

**Bankruptcy**—(continued).

out the provisions prescribed for judicial liquidation. To distinguish between Judicial Liquidation and Bankruptcy (*faillite*) it may be pointed out, generally, that judicial liquidation is much less rigorous than bankruptcy. Also judicial liquidation is voluntary and can be only enjoyed upon the demand of the debtor himself. In bankruptcy (*faillite*) a creditor can force a debtor into bankruptcy. Even then the debtor can within a certain time petition for a judicial liquidation.

To understand this law of judicial liquidation of 1889, it is much more preferable to take the text of the law itself, which is here given almost in its entirety.

## LAW OF 1889.

Every trader (*commerçant*) who ceases payment can obtain, in conformity with the following provisions, the benefit of Judicial Liquidation as regulated by the Law of 1889.

## ARTICLE 1.

Judicial liquidation cannot be ordained except by request of the debtor presented to the *Tribunal de Commerce* in which is his domicile, within fifteen days of his ceasing payment. The right to demand this liquidation belongs to the debtor summoned in pursuance of his declaration of failure (*faillite*) during this period. This request is accompanied by a balance sheet AND A LIST INDICATING THE NAME AND DOMICILE OF ALL THE CREDITORS. Heirs can be admitted to the benefits of a judicial liquidation of the succession of the author of the succession who make their demands within a month of the death of said author who died within a fortnight of the cessation of payments if they justify their acceptance pure and simple or beneficiary.

## ARTICLE 2.

In case of cessation of payments by a firm or limited liability company the request should contain an indication of the domicile of each of the partners, jointly and severally, and should be signed by him or those of the associates having the society or partnership signature. In case of cessation of payments of a joint stock company the request is signed by the manager or director who fulfils the function of manager. In all cases it is deposited at the offices of the clerk of the Tribunal in the jurisdiction where the company has its principal office.

## ARTICLE 3.

The judgment following a demand for judicial liquidation is deliberated upon in the chamber of the council and rendered in public audience. The debtor must be heard in person unless excused by the Tribunal for valid reasons. If the petition is admitted then the judgment appoints one of the members of the Tribunal as *juge-commissaire* and one or more provisional liquidators. These last-named, who are immediately apprised by the clerk of the Court, settle

**Bankruptcy—(continued):**

and sign the books of the debtor within 24 hours of their appointment and proceed with him to the inventory. They are bound, within the same delay, to claim the particulars as to mortgages over real estate mentioned in Article 490 of the Commercial Code. [This Article declares that from the time of their entry into office the *syndics* (official assignees) shall be bound to prepare all deeds and documents necessary to preserve the rights of the bankrupt as against his debtors. They shall be bound to demand the *inscription* of mortgages over the real estate of the bankrupt's debtors if he has not already done this; the *inscription* shall be taken in the name of the mass by the official assignees, who shall join to their schedules a certificate setting forth their appointment. They shall be bound also to take *inscription* in the name of the mass of the creditors over the real estate of the bankrupt of which they have knowledge of their existence. The *inscription* shall be received on a simple schedule setting forth the bankruptcy and mentioning the date of the judgment by which they shall have been appointed.]

## ARTICLE 4.

In a case where a company is declared in a state of judicial liquidation, if a liquidator has been previously appointed this liquidator shall represent the company in the operations of the judicial liquidator. He shall give an account of his management at the first meeting of creditors. However, he may be appointed provisional liquidator. The judgment which declares the judicial liquidation open is published in conformity with Article 442 of the *Code de Commerce*. [Article 442, C. Commerce declares: The judgments rendered by virtue of the two preceding articles shall be listed by extract in the newspapers as well in the place where the failure shall have been declared as in all places where the bankrupt shall have commercial establishments.] The judgment above referred to is not susceptible of any recourse, and cannot be attacked by a third party. However, if the Tribunal is seized at the same time of a demand for the benefit of the judicial liquidation and a summons in declaration of failure it decides the whole question by one and the same judgment rendered in the ordinary form and is executory though susceptible of appeal in every case.

## ARTICLE 5.

After the judgment which declares the judicial liquidation open, all actions at law, whether personal or real, and all forms of execution as much in regard to personalty as realty, shall be carried out as against the liquidators and the debtor at the same time. No other *inscriptions* can be taken in regard to the property of the debtor except those mentioned, and creditors cannot dispossess him of realty over which there is not a mortgage. The debtor, for his part, cannot contract any new debt, nor transfer the whole or part of his assets except in those cases to be mentioned later on.

## ARTICLE 6.

The debtor can, with the assistance of the liquidators, proceed to recover property and credits capable of being recovered; do everything to preserve his property; sell such goods likely to perish or likely to depreciate in value, or expensive to keep, and to commence or



**Bankruptcy**—(continued).

continue any action relating to personal or real property. If the debtor refuses to do this, he can be proceeded against by the liquidators alone, with the authority of the *juge-commissaire*. However, if there is a question of commencing an action this authorisation shall not be demanded, but the liquidators must proceed against the debtor. The debtor can, also, with the assistance of the liquidators and the authority of the *juge-commissaire*, continue to pursue his commerce or his industry. The regulation of the *juge-commissaire* authorising the continuation of this exploitation of the business or industry is executory for the time being, and can be brought by any party interested before the Tribunal of Commerce. The funds recovered and the results of sales effected are turned over to the liquidators, who deposit them in the *Caisse des dépôts et consignations*.

## ARTICLE 7.

The debtor can, after notice from the controllers, who shall have been designated in conformity with a subsequent provision of this law, together with the liquidators and with the authority of the *juge-commissaire*, perform every act of waiver, renunciation or acquiescence. He can, under the same conditions, arrange and compromise all lawsuits the value of which does not exceed 1500 francs. If the object of the compromise is of an indeterminate value or exceeds 1500 francs the compromise is only obligatory when confirmed by the Tribunal of Commerce in regard to affairs relating to personal rights; and by the Civil Tribunal in regard to realty. The bankrupt shall be called to confirm compromise, but shall always have the right to oppose it, and this opposition or *caveat* shall stop the transaction if it concerns real property. Article 1 of the Law of April 11, 1838, with regard to Civil Tribunals of the First Instance, is applicable to the determination of the value of real property which is the subject of a transaction or a compromise. Every creditor can intervene upon the demand for confirmation of a compromise.

## ARTICLE 8.

The judgment which declares the judicial liquidation open, renders, as regards the debtor, all his debts not yet fallen due, immediately payable; the judgment stops in regard to the body of creditors only, the currency of interest of every credit not guaranteed by a privilege (*préférence*) (but see "Privilege" and "Preferred Creditors") or by a security or by a mortgage. Interest on guaranteed credits can only be claimed on sums accruing from goods subject to privilege, mortgage or security.

## ARTICLE 9.

Within the three days of the judgment the clerk of the Court (*greffier*) informs the creditors, by means of letters and notices inserted in the newspapers of the opening of the judicial liquidation, and calls a meeting within a delay not to exceed fifteen days, to be held in one of the Court rooms, to examine into the debtor's situation. The day of the meeting is fixed by the *juge-commissaire*. On the day indicated the debtor, assisted by the provisional liquidators, presents a report of the situation, which he signs and certifies to as sincere and true, and which contains an enumeration and valuation of all the debtor's goods, personal and real, the amount of debts owing and owed, a list of profit and loss and a list

**Bankruptcy—(continued).**

of expenses. The creditors thereupon give their advice as to the appointment of permanent liquidators. They are consulted by the *juge-commissaire* as to the utility of electing immediately amongst their number one or two controllers. These controllers can be elected at any period of the liquidation if not elected at this first meeting. A report is drawn up at this meeting of what the creditors say and observe at the same time the *juge-commissaire* fixes the date within a delay of fifteen days—the date of the first meeting for the purpose of verifying the claims of the creditors. The report is signed by the *juge-commissaire* and by the clerk of the Court. Upon this report and also that of the *juge-commissaire* the Court appoints permanent liquidators.

**ARTICLE 10.**

The controllers are specially charged with verifying the books, and the position of the debtor as he represents it, and to watch over or supervise the operations of the liquidators. They have always the right to demand a statement of the condition of the judicial liquidation, including the receipts obtained and the payments made. The liquidators are bound to take the advice of the controllers as to instituting proceedings at law or defending the same. The services of the controllers are gratuitous. They cannot be revoked except by the Tribunal of Commerce, on the advice of the majority of the creditors, and at the suggestion of the *juge-commissaire*. They cannot be declared responsible except in case of grave personal fault. The liquidators can receive a compensation which is computed by the *juge-commissaire*.

**ARTICLE 11.**

From the time of the judgment opening the judicial liquidation the creditors can present their claims either to the clerk of the Court or to the liquidators. In doing this each creditor shall be bound to annex a statement setting forth his name in full, occupation and domicile, the amount of the sum due and owing to him, his privilege, mortgages or securities which he has in connection with the insolvent. There is no particular form for this statement. The clerk of the Court after satisfying himself as to these documents gives a receipt for the same. He is not responsible for claims except those made during five years dating from the opening of the report of verification. The liquidators are responsible for deeds, books and papers confided to them during the space of ten years from the day of furnishing accounts.

**ARTICLE 12.**

After the meeting above referred to designated for the purpose of investigating the position of the insolvent, or, at latest, the day after this meeting, the creditors are called together for their first meeting of verification. The letters convoking this meeting and the notices published in the newspapers specify those creditors who have not sent in their deeds and statements of claims above mentioned, and who ought so to do. This furnishing of deeds, &c., must be made during the interval before the date fixed for the meeting. But this interval can be extended by order of the *juge-commissaire* as regards the creditors who are domiciled outside the continental territory of France. The verification and presentation of vouchers is proceeded with at the same

**Bankruptcy**—(continued).

meeting, and in the forms prescribed by the Code of Commerce in everything which is not contrary to the present law.

## ARTICLE 13.

The day after the verification in the first meeting all the creditors are summoned who have not yet presented their claims to do so. These creditors are warned that this meeting to which they are called to attend shall be the last one. This meeting must be held not sooner than a fortnight after the first meeting. However, in case of dispute as to the admission of one or more claims of creditors the Tribunal of Commerce can lengthen the delay.

## ARTICLE 15.

The treaty between the creditors and the debtor cannot be established except when it is agreed upon by the majority of the creditors, verified and affirmed, or admitted for the time being, representing also the two-thirds of the whole number of creditors' claims verified or vouched for provisionally. These details must be fulfilled under risk of nullity. If the *concordat* or arrangement is confirmed the Tribunal declares the judicial liquidation terminated. When the terms of the *concordat* contain the abandonment of an asset to be realised, the creditors shall be consulted as to the maintenance of or replacing of liquidators and controllers. The operations of realisation and division of the assets which has been abandoned follow the provisions of Article 541 of the Code of Commerce. At the last meeting the liquidators present their claims for fees and expenses which are taxed by the *juge-commissaire*. This account is deposited with the clerk of the Court. The debtor and the creditors can file a *caveat* to these charges within a week. The Tribunal deliberates on the question and decides the matter. In every case where there is a rendering of accounts by the liquidators this same course is followed.

## ARTICLE 16.

All contracts and agreements which, after the opening of the judicial liquidation, shall not have been subscribed in the form hereinbefore laid down, shall be null and void as well as regards the parties interested as regards third parties.

## ARTICLE 17.

The prescriptions of the Decree of June 18, 1880, containing the tariff of fees and emoluments that the clerks of the Tribunals of Commerce are authorised to receive are applicable to the case of judicial liquidation just the same as to bankruptcy.

## ARTICLE 18.

The notification to make, if one is required, to the proprietor in the terms of Article 450 of the *Code de Commerce*, is made by the debtor, and the liquidators with the authorisation of the *juge-commissaire* after the controllers have been heard. They can, for this notification have a delay of a week, counting from the first meeting of verification. [Article 450, *Code de Commerce*, declares: The official assignees shall have—for the leases of real property used by the bankrupt in connection with trade comprising places dependent upon this leased property and used as a dwelling for the bankrupt and his family—eight days, counting

**Bankruptcy**—(*continued*).

from the expiration of the delay accorded by Article 492 of the Code of Commerce to the creditors domiciled in France for the verification of their accounts during which time they can notify the proprietor of their intention to continue the lease and to satisfy all the obligations of the tenant, &c.]

## ARTICLE 19.

The bankruptcy of a trader admitted to the benefit of judicial liquidation can be declared by judgment of the Tribunal of Commerce either *proprio motu*, or at the instance of the creditors in the following cases :

1. If it is recognised that the petition for judicial liquidation has not been presented within fifteen days of the ceasing payments.

2. If the debtor does not obtain a *concordat*. In this case if the bankruptcy is not declared the judicial liquidation continues to the realisation and division of the assets which shall be made in conformity with the provisions hereinbefore laid down. If bankruptcy is declared it is proceeded with in accordance with Article 529 of the Code of Commerce and following articles.

The Court declares the Bankruptcy at any period of the judicial liquidation :

1. If since the ceasing of payments, or within the ten days preceding, the debtor has consented to one of the acts mentioned in Articles 446, 447, and 448 of the *Code de Commerce*. [These articles refer to fraudulent transfers or transfers of property with intent to defraud creditors, but only when the nullity of these acts shall have been pronounced by competent courts or admitted by the parties.]

2. If the debtor has concealed or exaggerated his assets or liabilities, or knowingly omitted the name of one or more creditors, or committed any fraud—all the foregoing to be without prejudice to criminal prosecution.

3. In the case of annulling or cancelling of the *concordat*.

4. If the debtor has been condemned for simple or fraudulent bankruptcy. [The operations of the bankruptcy are followed out in the final stages as in the procedure for liquidation.]

**Banks and Banking in France.**—(See "Financial.")

**Bastards.**—Senator Béranger states that illegitimacy is at the root of most of the crime and prostitution in France. To remedy this state of things, M. Béranger attempted to improve the law as to the age of consent, and introducing a law called after his name (see "*Loi Béranger*"), giving the opportunity of avoiding the evil association by youthful offenders with confirmed criminals (First Offenders Act).

The French law, however, provides very liberally for the recognition of illegitimate children and ameliorates their position provided the father of the child recognises it in a legal manner, very clearly and simply laid down by the law. The recognition (*reconnaissance*) of a natural child must be made by what is

**Bastards**—(continued).

called an *acte authentique* (which see), when the recognition was not made at the time of declaring the birth before the mayor. (See "Births.") Children born as the result of adultery or incest, however, cannot be legitimised.

The document (*acte de reconnaissance*) is stamped and registered free of charge.

The father may recognise a child, without the mother admitting that the said man is the father of her child. In that case the recognition of the man only affects him and not the mother. Such a recognition is, therefore, incomplete; but there may be circumstances where a woman might not desire to admit a certain man as the father of the child, hence the provision of the law.

If a married man recognises an illegitimate child, which he had before his marriage (by some other woman than his wife), the position of his legitimate children is not affected. Still if for any reason the marriage is dissolved, and there are no legitimate children living at the time, then the bastard which has been recognised has certain rights. (See "Succession.")

No woman can claim any man as the father of her child if born out of marriage (*La recherche de la paternité est interdite*). The only exception is when a woman has been ravished, and all the circumstances are clear as to who the father was, then the ravisher can be declared the father by the parties interested.

An illegitimate child can claim that his mother was so in the eyes of the law, unless he is the result of adultery or incest; but all the facts must be proved.

**Bearer, Stocks to.**—(See "Finance" and "Banking.")

**Betting.**—The law does not accord any action for a gaming debt or for the payment of a bet. But the following are exceptions to this rule:

Betting on sports such as fencing, foot-racing, horse-racing, chariot-racing and other competitions of the like nature which tend to promote the exercise of the body are exceptions to the preceding paragraph. Exercises of a like nature to those above quoted are swimming, shooting, archery. The rule is extended to games like whist, chess and draughts. BILLIARDS ARE NOT CONSIDERED AS COMING UNDER THE CATEGORY ABOVE MENTIONED. If the idea of playing such games is not exercise or amusement, but mere greed of gain, then the exception to

**Betting—(continued).**

the gaming law is not applied to such cases. The exceptions to the gaming law cannot be applied except when each of the players has the capacity to engage in the game; when each of them consents freely and of his own accord; and when the chances are equal and when there is no cheating or swindling. Not only this but the rules of the game must be observed.

The Court, if it thinks the sum involved is excessive, can disallow it. The Court, however, cannot reduce the sum claimed. In no case can the party who has lost in a bet claim back what he has voluntarily paid unless there has been on the part of the winner fraud, deceit or swindling. In such cases the swindler comes under the provisions of the Penal Code (Articles 405 and 408).

**Betting (Penalty for).—**There are special laws on gaming and betting. The Penal Code declares :**ARTICLE 410.**

Those who shall have kept a gambling-house and admitted the public to it—whether freely, whether on presentation of interested parties or relations—the bankers of such house, all those who shall have established or kept lotteries not authorised by law, all managers, officers in charge or agents of such establishments shall be punished by two months' imprisonment as a minimum period, and six months as a maximum, and by a fine of from one hundred francs to six thousand francs. Those found guilty can be, in addition to this, dating from the day that they shall have undergone punishment, condemned to civic degradation for a period of five years as a minimum, and ten years as a maximum. This degradation applies to rights mentioned in Article 42 of the present Code. . . .

**ARTICLE 475.**

Shall be punished by a fine of from six francs up to ten francs. . . . Those who shall have established or kept in the streets, roads, squares or public places, games of lottery or other games of chance.

**ARTICLE 478.**

. . . Individuals mentioned in sub-section 5 of Article 475, who shall be retaken for the same act—a repetition of the offence—shall be brought before the tribunal of Correctional Police, and punished by an imprisonment of from six days to one month, and by a fine of from sixteen francs to two hundred francs.

Also in the law of March 28, 1885 :

All *marchés à terme* (sales on time) on public securities as well as other securities, all sales to deliver provisions and merchandise are recognised as legal.

No one can, in order to avoid the obligations which result from this

**Betting (Penalty for)**—(continued).

law, profit by Article 1965 of the Civil Code even when liquidating the indebtedness by the *paiement* of a simple difference.

The law of June 2, 1891, contains the following :

## ARTICLE 4.

Whoever shall have in whatever place and whatever manner, exploited betting on horse racing, by offering to all comers to bet with them, or in betting with all comers whether directly or by means of intermediaries, shall be subject to the punishments mentioned in Article 410 of the Civil Code.

**Bicycles.**—Some difficulty is experienced by owners of bicycles in regard to the *plaques de contrôle* or plates furnished gratuitously by the offices of *contributions directes* at the time of paying the annual tax on the machine. The tax office regards these plates as a proof of payment of the tax and, what is very annoying at times, as a proof of ownership of the bicycle. Thus, when the *plaque* is once issued to the owner he is supposed to still have in his possession the same machine, UNLESS AND UNTIL THE PLAQUE IS SURRENDERED TO THE TAX OFFICE, the presumption being that the machine remains the property of the person who originally declared it. So if the original owner sells or disposes of the machine in any way without surrendering the *plaque* to the tax officials he is liable for the payment of the tax in subsequent years. When payment is demanded for taxes on a bicycle after it has been sold, and the former has not the *plaque* in his possession, the following course should be pursued : Write a letter to the Prefect of your Department (see "Forms"), setting out the facts of the case. After a brief interval (a day or so) go to the offices of the Prefect and at the *guichet* or window where the officials of the *contributions directes* are to be found, ask for a receipt or *récépissé* of your letter of demand above referred to. Armed with this *récépissé* go to the office of *contributions directes* from which the demand for the payment of the tax was issued and show this certificate to the officials there. It will be found that this will be sufficient for ordinary cases.

The Decree of December 10, 1898, declares that persons domiciled abroad (foreigners), and coming into France are EXEMPTED FROM TAXES AND HAVING TO PROVIDE THEMSELVES WITH A PLAQUE WHEN THEIR SOJOURN IN FRANCE DOES NOT EXCEED THREE CONSECUTIVE MONTHS. But on entering upon French territory foreigners must obtain from the customs officials (*agents du service des douanes*) a certificate (*permis de*

**Bicycles**—(*continued*).

*circulation*) which is given them on stamped paper (*papier timbré*) costing 60 centimes. When a foreigner remains in France for a longer period than three months he must apply for a *plaque* and pay the ordinary taxes.

Bicycles are taxed as follows: Six francs for machines of one seat, twelve francs for machines having two seats, and six francs for every additional seat.

**Bills of Exchange.**—A bill of exchange is drawn from one place on another and must be dated and state the sum payable, the payer, the time and place where such payment must be made, and the consideration in cash, goods, in account or any other manner received. A bill is made out to the order of a third party, or to the place of the drawer himself. If it is made out in sets of first, second and third, this fact should be expressed. A bill of exchange may be drawn on one party and payable at the domicile of a third. It can be drawn by order or for the account of a third party. All bills of exchange in which the name, profession, domicile or the places where the bills are drawn or payable are supposititious, are regarded as simple promises. The signatures of married women, and unmarried women also who are not engaged in trade or business, are binding only as simple promises. Bills of exchange signed by minors who are not traders are null and void as regards them without, however, affecting the rights of other parties. This is in conformity with an article in the Civil Code which declares that when minors, persons under disability or married women are admitted in such capacity to obtain relief from their contracts, the reimbursement of what in consequence of such contracts has been paid during minority, disability or marriage cannot be required from them unless it be proved that what has been paid has turned out to their advantage. The provision or security handed to the acceptor before he accepts must be given by the drawer or by the party for whose account the bill is drawn, the drawer, however, for the account of a third party remains personally liable towards endorsers and the holder only. Provision exists if when the bill becomes due the person upon whom it is drawn be indebted to the drawer or to the person upon whose account the bill was drawn of a sum at least equal to the amount of the bill of exchange. Acceptance assumes provision to exist and is proof of it as regards endorsers. Whether there has been acceptance or not, the drawer alone is bound to prove in case of denial that the parties upon



**Bills of Exchange**—(continued).

whom the bill was drawn had provision when the bill fell due. Otherwise he is bound to guarantee it although the protest may have been made after the time fixed by law.

The drawer and endorsers of a bill of exchange are jointly and severally liable for the acceptance and payment at maturity. The refusal to accept is proved by a deed called "protest for non-acceptance" (*protêt faute d'acceptation*). Upon notice of the protest for non-acceptance the endorsers and the drawer are respectively bound to give security to ensure the payment of the bill of exchange at maturity or to repay it together with the expenses of protest and re-exchange. The surety for the drawer or endorser is only jointly and severally liable with the person for whom he is surety. By accepting a bill of exchange the acceptor renders himself liable for the amount.

An acceptor cannot withdraw from acceptance even if the drawer were bankrupt, unknown to him, before he accepted. The acceptance of a bill of exchange must be signed. Acceptance is expressed by the word *accepté*. It must be dated when the bill is payable at one or several days or months after sight, and in the latter case the absence of the date of acceptance renders the bill payable at the time stated therein, calculated from the date of the bill. The acceptance of a bill of exchange in a place other than the residence of the acceptor must mention the place at which payment must be made or proceedings taken. An acceptance may not be conditional, but it may be limited as to the amount, in which case the holder is bound to protest the bill for the surplus. A bill of exchange should be accepted upon presentation or within twenty-four hours after presentation. If at the end of twenty-four hours the bill be not returned accepted or non-accepted the party retaining it is liable for damages to the holder. In case of protest for non-acceptance, a bill of exchange may be accepted by a third party intervening for the drawer or one of his endorsers.

The acceptance *supra* protest must be mentioned in the protest and must be signed by the intervening party. The party accepting *supra* protest is bound to acquaint the person for whom he has accepted *supra* protest with the fact without delay. The holder of a bill of exchange preserves all his rights against the drawer and endorsers if the drawee fail to accept notwithstanding any acceptance *supra* protest.

A bill of exchange can be drawn at sight at one or several days after sight, at one or several months after sight, or at one or several multiples of a month after sight; at one or several

**Bills of Exchange**—(*continued*).

days after date, at one or several months after date, at one or several multiples of a month after date; also at a fixed date, or at time of a fair. The falling due of a letter of change is regulated by the calendar where the letter of a bill of exchange is to be paid. A bill of exchange drawn at sight is payable on presentation. The Court of Cassation has decided that a payment of a bill of exchange, when falling due after so many months, means not so many months of 30 or 31 days, as the case may be, but from a certain date of one month to a certain date the next month or two months, as the case may be.

**ENDORSEMENT.**

Property in a bill of exchange is passed by endorsement. The endorsement must be dated and must state the value received and should mention the name of the person to whose order it is endorsed. The mere words "for value received" is not sufficient; there must be a consideration. If the endorsement be not in conformity with the directions above mentioned it does not affect a transfer, but is only a power of attorney. To ante-date an endorsement is forbidden. It is punishable as forgery.

The Court of Cassation has decided that commercial paper is made negotiable by endorsement, even after the date of falling due, and such an endorsement, as regards a third party, has the same effect as previous endorsement. It has been held that endorsement of commercial paper is valid and good in respect to a third holder, even when the real value passed is less than that expressed on the bill of exchange. An irregular endorsement, for want of being dated, does not pass title so far as a subsequent endorser is concerned, even where there is proof of the value given by the holder to the endorser. An endorsement made *valeur en compte*, even where there was no account existing between the endorser and bearer, is, nevertheless valid, if it can be proved that both parties agreed to this confession of debt. To pass title in commercial paper by endorsement, it is not sufficient that the words *valeur reçue* be used, it is necessary to express in what that value consists. The bearer, in virtue of an endorsement in blank, can validly fill up the endorsement in his favour, provided that there be no fraud in so doing. It is of no importance, as far as the endorsement is concerned, if at the moment of the endorsement the bill had fallen due.

**Bills of Exchange**—(continued).**JOINTLY AND SEVERALLY LIABLE.**

All persons who have signed, accepted, or endorsed a bill of exchange are jointly and severally liable to the holder. The payment of a bill of exchange—independently of the acceptance and endorsement—may be guaranteed by a surety. This guaranty is given by a third party on the bill itself, or by a separate document. The surety is jointly and separately liable with the drawers and endorsers, and is bound in like manner unless the parties have agreed otherwise.

A bill of exchange must be paid in the money mentioned in the bill. A person who pays a bill before it is due is responsible for the validity of the payment. A person who pays a bill when it falls due, and without any opposition being advanced, is presumed to have been legally discharged. The holder of a bill of exchange cannot be compelled to accept payment before it is due. The payment of a bill of exchange made upon the second, third or fourth, *et cetera*, of a set is valid when the second, third or fourth, *et cetera*, states that such payment annuls the effect of the others. The person who pays a bill of exchange upon a second, third or fourth, *et cetera*, of a set without withdrawing that one upon which his acceptance is written is not discharged in respect to a third party, holder of the acceptance. No opposition to the payment of a bill of exchange is allowed except in the case of the loss of the bill, or of the bankruptcy of the holder.

In case of the loss of a bill of exchange which has not been accepted, the party to whom it belongs may sue for payment upon a second, third or fourth, *et cetera*, of the set. If the bill which is lost be the one which bears the acceptance, payment can only be obtained upon a second, third or fourth, *et cetera*, of the set upon an order from the judge and by giving security. If the person who has lost the bill, whether it be accepted or not, cannot produce the second, third, fourth, *et cetera*, of the set he can demand payment of the lost bill and obtain it by order of the judge if he prove his title by his books and give security. In case payment is refused upon demand made in accordance with the above, the owner of the lost bill may preserve all his rights by making a protest. This project must be made the day after the lost bill is due. Notice thereof must be given to the drawer and endorsers in the form and within the time stated hereafter for the purpose. The owner of the mislaid bill must, in order to procure a second copy, apply to

**Bills of Exchange**—(*continued*).

his immediate endorser, who is bound to lend him his name and assistance that he may act towards his own endorsee and so on through all the endorsers up to the drawer. The owner of the lost bill must pay all costs. The engagement to give security mentioned above is cancelled after three years, if during that time there has been no demand and no proceedings have been taken. Payments made on account of the amount of a bill of exchange serve as part payment by the drawer and endorsers. The holder must protest the bill for the surplus. No judge can extend the time for payment of a bill of exchange.

A protested bill of exchange may be paid by any person intervening for the drawer or for one of the endorsers. This intervention and payment must be stated in or at the end of the deed of protest. A person paying a bill of exchange in this manner has the same rights as the holder, and is subject to the same liabilities and formalities. If the payment *supra* protest be made for the drawer, all endorsers are discharged. If it be made for an endorser subsequent endorsers are discharged. If there be more than one offer to pay the bill *supra* protest, the person who discharges most is preferred. If the party upon whom the bill was originally drawn, and against whom protest for want of acceptance has been made, come forward to pay it, he shall be preferred to all others.

**THE RIGHTS AND LIABILITIES OF THE HOLDER.**

The holder of a bill of exchange drawn upon the Continent or the islands of Europe or Algeria, and payable within the European possessions of France or in Algeria, either at sight or at one or several days, months or multiples thereof after sight must enforce payment or acceptance within three months of its date or he will lose his right of action against the endorsers and even against the drawer if the latter has made "provision." The time is four months for bills of exchange drawn in the states on the coast of the Mediterranean and Black Seas upon the European possessions of France, and reciprocally from the Continent and islands of Europe upon French settlements in the Mediterranean and Black Seas. The time is six months for bills of exchange drawn in the states of Africa on this side of the Cape of Good Hope, and the states of America on this side of Cape Horn upon the European possessions of France, and reciprocally in the Continent and islands of Europe upon the French possessions or settlements

**Bills of Exchange**—(*continued*).

in the states of Africa on this side of the Cape of Good Hope, and in the states of America on this side of Cape Horn. The time is one year for bills of exchange drawn in any other part of the world upon the European possessions of France, and reciprocally in the Continent and islands of Europe upon the French possessions and settlements in any other part of the world. The same penalty exists against the holder of a bill of exchange at sight, or at one or several days, months or multiples thereof after sight, drawn in France or in the French possessions or settlements, and payable in foreign countries, who does not enforce payment or acceptance within the periods above-mentioned for each of the distances respectively. The above periods are doubled in time of maritime war in the case of countries beyond the sea. The above provisions shall not, however, prejudice any stipulations to the contrary made between the holder, drawer, and even the endorsers. The holder of a bill of exchange must demand payment thereof on the day it is due. Refusal of payment must be certified the day after the bill is due by a deed called a protest for non-payment. *If that day be a legal holiday the protest must be made on the following day.*

The holder is not exempted from making a protest in default of payment either by protest in default of acceptance or by the death or bankruptcy of the person upon whom the bill of exchange is drawn. Should the bankruptcy of the acceptor take place before the bill is due, the holder may protest the bill and avail himself of his recourse against other parties.

The holder of a bill of exchange protested in default of payment may bring an action either against the drawer, and each of the endorsers individually or against the drawer and endorsers collectively. Every endorser has the same right in respect to the drawer and preceding endorsers.

If the holder exercise his recourse against his assignor he must give him notice of the protest, and in default of payment must bring him up for judgment within fifteen days after the date of the protest if the debtor reside within a distance of five myriametres ( $31\frac{1}{4}$  miles). This period is, with respect to an assignor, domiciled more than five myriametres from the place where the bill of exchange is payable, increased by one day for every two and a half myriametres beyond the original five.

Drawers and endorsers residing in France must be sued upon protested bills of exchange drawn in France and payable beyond the continental territory of France within the periods herein-

**Bills of Exchange**—(*continued*).

after mentioned, within one month for bills payable in Corsica, Algeria, the British Islands, Italy, the Netherlands, and in states or confederations bordering upon France, within two months for bills payable in other states of Europe, bordering upon either the Mediterranean or Black Sea, within five months for bills payable out of Europe this side the straits of Malacca and Sunda Isles, and on this side of Cape Horn, within eight months for bills payable beyond the Straits of Malacca and the Sunda Islands and beyond Cape Horn. The same periods must be observed in proportion for proceedings against drawers and endorsers residing in French possessions outside Europe. The periods above mentioned are doubled for countries beyond the sea in case of maritime war.

If the holder exercise his recourse collectively against the endorsers and the drawer, he is allowed with respect to each of them during the periods mentioned in the preceding articles. Every endorser may exercise his recourse either individually or collectively within the same period. In their case the period commences from the day following the date of the summons to appear.

After the expiration of the periods above mentioned for the presentation of a bill of exchange payable at sight or at one or several days or months after sight, for the protest in default of payment and for the right of action against guarantors, the holder of a bill of exchange is deprived of all his rights against the endorsers. Each endorser is also deprived of his right of action against his assignor as guarantor after the periods above described in so far as such period relates to him. The same forfeiture of rights exists on the part of the holder, and endorsers with respect to the drawer himself if the latter can prove that there was "provision" when the bill became due. In this case the holder has only a right of action against the drawee. The forfeiture of rights set out in the three preceding articles does not affect the rights of the holder against the drawer or any one of the endorsers who after the expiration of the periods fixed for the protest, the notice of the protest, or the summons for judgment, has received on account, set-off or otherwise, funds that should have been employed in payment of the bill of exchange. Independently of the formalities prescribed for actions upon a guarantee the holder of a bill of exchange protested in default of payment may, with permission of the judge, distrain upon the personality of the drawer, acceptor and endorsers.

**Bills of Exchange**—(continued).

## PROTESTS.

Protests for non-acceptance or non-payment are made by two notaries or by one notary and two witnesses. The protest must be made at the domicile or last-known domicile of the person by whom the bill of exchange was payable, at the domicile of persons mentioned in the bill of exchange to pay it in case of need, at the domicile of a third party who has accepted such a protest. All this must be done in one deed. In case of an incorrect domicile the protest is preceded by an *acte de perquisition* setting forth the various efforts of the *huissier* or bailiff to ascertain the correct domicile.

The deed of protest contains a literal copy of the bill of exchange, the acceptance, endorsements and other statements contained in it, also a summons to pay the amount of the bill. It states whether the party who ought to pay it was present or absent, the reasons given for refusal to pay, and the inability or refusal to sign.

No act on the part of the holder of a bill of exchange will suffice in lieu of a deed of protest except in the case mentioned above in connection with the loss of a bill of exchange.

Notaries and *huissiers* are bound *under pain of dismissal* from office, costs and damages towards the parties, to make an exact copy of all protests, and to enter them in their entirety every day and in order of date in a special register numbered, initialled and kept in the forms prescribed for *répertoires*. This *répertoire* is a kind of day-book which the *huissier* keeps, and contains entries in connection with all the writs *et cetera*, which he has served and professional business performed.

## RE-EXCHANGE.

Re-exchange is effected by a *retraite*. The *retraite* comprises, together with the detailed account signed by the drawer only, and written on the back of the bill, the amount of the principal of the protested bill, the cost of the protest and notice thereof, the interest for delay, the loss of exchange, the *retraite* stamped at the fixed price of 35 centimes.

Re-exchange is settled for France and French possessions in Europe as follows:  $\frac{1}{4}$  per cent. if drawn upon the principal town of the department (*chef-lieu de département*),  $\frac{1}{2}$  per cent. upon the principal town of the *arrondissement* (*chef-lieu d'arrondissement*),  $\frac{3}{4}$  per cent. upon any other place. In no case shall *rechange* take place in the same department. Foreign exchanges and

**Bills of Exchange**—(continued).

those drawn upon French possessions out of Europe shall be governed by the usages of trade. Not more than one detailed account of expenses incurred (*compte de retour*) may be made upon the same bill of exchange. The amount of the *compte de retour* is repaid by each endorser to the next respectively and lastly by the drawer. *Rechange* cannot be cumulative. The drawer and each endorser can only bear one respectively. The interest on the amount of the bill of exchange protested in default of payment begins to run from the day of the protest. The interest upon the cost of the protest, re-exchange, and other legal expenses runs from the commencement of the action.

**PROMISSORY NOTES.**

All provisions relating to bills of exchange, and relating to maturity, endorsement, joint and several liability, sureties, payment, payment *supra* protest, protest, the rights and liabilities of the holder, re-exchange, or interest, are applicable to promissory notes, without prejudice to the provisions relating to the cases mentioned, as follows: In cases where bills of exchange are considered as simple promises only, or when promissory notes only bear the signatures of persons who are non-traders and have not been made for commercial purposes, exchange, banking or commission, the Tribunal of Commerce must refer it to the Civil Tribunal if the defendant desire it. When such bills of exchange and promissory notes bear at the same time signatures of traders and of non-traders, the Tribunal of Commerce has jurisdiction, but it cannot order the arrest of persons who are non-traders unless they have contracted for business, exchange, banking or commission. The following are not within the jurisdiction of Tribunals of Commerce: actions brought against a landowner, farmer, or vine-grower for the sale of produce of his own growth, actions against traders for payment of goods and articles bought for private use. Nevertheless bills of exchange signed by a trader shall be considered as given in connection with his business and those of receivers, paymasters, collectors or other accountants of public funds shall be deemed as given in their official capacity unless a special reason be stated upon the bills themselves.

A promissory note must be dated. It must state the amount payable, the name of the person to whose order it is made, the time when payment must be made, and the value received, whether in cash, goods, in account or otherwise.



**Birth Certificate.**—Americans and English fathers and mothers living in France should be very particular when a birth occurs in the family to see that the formalities connected with obtaining an *acte de naissance* (certificate of birth) are complied with. It may be pointed out that this is one of those junctures when a foreigner who has not been registered at the Prefecture of Police (if residing in Paris) or the Mairie (if residing elsewhere) meets with difficulties which, besides annoyance, means a fine. The declaration of birth must be made at the Mairie within three days of the accouchement. The declaration should be made by the father, or, in default of the father, the doctor or midwife who was present. Failure to make this declaration entails liability to imprisonment and a fine. The certificate of birth (*acte de naissance*) must be drawn up in the presence of two witnesses. The certificate sets forth the day and hour of the birth, the sex of the child, its full name, and the domicile of the father and mother and that of the witnesses. (See "Civil Status," "Marriage.")

**Boarding Houses (Pensions).**—In Paris, in order to open a boarding house—that is to say, where board and lodging is provided—the proprietor of the boarding house must apply to the Prefect of Police. The particular office is that of the *Service des Garnis*, entrance, 2 Quay du Marché Neuf, near the Notre Dame. This office is open from 10 A.M. to 4 P.M. Here the applicant must sign a declaration on stamped paper (*papier timbré*), which is in the nature of a demand to open the boarding house. He must furnish some paper establishing his identity, such as a passport, registration of birth certificate, giving his name in full, date of birth, and the names of his father and mother. Then he must furnish a document setting forth the length, width and height of each room to be let, and, lastly, he must produce the lease or title-deeds of the house to prove that the applicant is the person who owns or has leased the place. The object of this is to fix the responsibility. The police say in this respect that this step is necessary because experience shows that sometimes an applicant does not own the place and has no interest in the establishment whatever and only comes on behalf of some one else. The applicant must go personally to the Prefecture, and much time and vexatious delays will be saved by observing this rule. Should the proprietor of the boarding house fail to make this application referred to he will receive a notice from the Prefecture, a facsimile of which is given in another part of this volume. (See

**Boarding Houses (Pensions)**—(*continued*).

"Forms.") After the permission is accorded the proprietor must open and carefully keep a list of boarders, with dates of arrival and departure, nationality, &c. The price of this book (commonly known as a "Police Book") varies with its size from sixty centimes to fifteen francs. The authorisation to commence business costs one franc twenty centimes, which is merely the cost of the stamped paper. The register is supposed to be kept by the owner himself, but as a matter of fact it may be kept at the lodge of the *conciergerie* if he will accept the duty, although he is not bound to do so. These rules apply to boarding houses, furnished apartments (*appartements meublés*), hotels, houses, and rooms for hire. (See "Forms.")

**Books (of Accounts)**.—(See "Tradesmen.")

**Bourse de Commerce.**—The *Bourse de Commerce* is an assembly which meets under the authority of Government and is composed of merchants, shipmasters, stockbrokers, and brokers. The result of the negotiations and of the transactions which takes place on the exchange fixes the rate of exchange on goods, of insurance, freight, carriage by land or water, and of public funds and others. The rates are susceptible of quotation. These various rates are settled by the stockbrokers and other brokers in the form prescribed by the general or special police regulations.

The law recognises for the purposes of trade intermediate agents—viz., stockbrokers and brokers. These are to be found in every town where there is a *Bourse de Commerce*. They are appointed by the President of the Republic. Stockbrokers of *Bourses* which have a *parquet* may join capitalists who may share in the profits and losses resulting from the working of the business or from the sale thereof. These capitalists are liable only for the losses to the extent of the capital which they may have put in the business. The person holding the office must always be a proprietor in his own name of one-fourth at least of the amount representing the value of the business and the amount of the security. An extract of the deed and of the modifications therein shall be published or will be declared void as regards persons interested, but default in publication cannot be alleged to the prejudice of the rights of third parties.

Stockbrokers appointed in the manner prescribed by the law have exclusively the right of negotiating public and other

**Bourse de Commerce**—(continued).

funds susceptible of quotation, of negotiating for other persons bills, notes, and any other negotiable instruments, and of fixing the current price. Stockbrokers and mercantile brokers may negotiate and act as brokers for the sale or purchase of bullion. They have the exclusive right of fixing the current price. "Brokers" includes mercantile, insurance, interpreting, and ship brokers, and land and water carriage brokers. Mercantile brokers appointed in due legal form have the exclusive right of performing the duties of brokers of goods and fixing the current prices. Like stockbrokers, they operate in all transactions connected with bullion. Notaries are not the only ones who draw up contracts and policies of insurance. Insurance brokers have also this right and also take acknowledgments in this connection, and certify the rate of premium for inland or sea voyages. The duties of interpreting and ship brokers include receiving brokerage on chartering vessels, translating in cases before the Tribunal, and all documents connected with commerce, and they also fix the rate of freight. They act as general interpreters for strangers and seafaring persons. The duties of stockbroker, mercantile broker, insurance broker, interpreter and ship broker, may be performed by the same person if specially authorised to that effect. Land and water carriage brokers who have been legally appointed have the exclusive right of charging brokerage for land and water carriage, but they are not allowed to combine the functions of mercantile insurance or ship brokers.

Stockbrokers and brokers must keep a book describing their transactions and must keep these books in a very rigidly correct manner. A stockbroker or broker cannot be interested in any commercial enterprise in any way, shape, or manner, and is prohibited from carrying out banking or other business on his own account. The penalty for breaking the last mentioned regulations renders the offender liable to dismissal from office and a fine not exceeding 3000 francs. He may be sued for damages by an aggrieved party in this connection. Once dismissed the dismissal is perpetual. The security demanded by law does not exceed 250,000 francs. This, as well as the negotiation and transfer of public securities, *et cetera*, is regulated by the Public Administration.

**Bourse (Stock Exchange).**—(See "Finance" and "Banking.")

**Breach of Promise of Marriage.**—In France there is no breach of promise action so far as sentiment is concerned. The only action possible is for damages which a woman has sustained in regard to purchasing clothing, &c., in view of her contemplated marriage. When she can show what loss she has incurred she can recover the amount. A promise to marry can be broken in France even after the publications (*bans*). If on examination by the Court the reasons for breaking are not sufficiently grave the party who breaks the promise is liable for damages. The law is clear on this point as numerous decisions show.

### British Consulate (Fees).

	£	s.	d.
For receiving notice of intended marriage . . . . .		10	0
For receiving notice of <i>caveat</i> . . . . .	1	0	0
For every marriage solemnised by or in the presence of a marriage officer and registered by him . . . . .		10	0
For certificate by marriage officer of notice having been given and posted up . . . . .		5	0
For attendance by Consular Officer at a marriage solemnised in accordance with the local law and his registration of the marriage . . . . .	1	0	0
For administering an Oath, or receiving a declaration or affirmation without attestation of signature . . . . .		2	6
Iditto, with attestation of signature . . . . .		5	0
For each signature to a transfer of shares or stock attested by a Consular Officer . . . . .		2	0
For attesting the execution of a will of any person (not a B. seaman) . . . . .		10	0
For attaching Consular signature and seal, if required, to quarterly or monthly declarations for a Government pay, half-pay, or pension . . . . .		1	0
For certificate of a person's identity . . . . .		10	0
For registration of a birth or death . . . . .		2	6
N.B.—No fee is to be charged for the registration of a British subject at a Consular Office, where such registration is not compulsory under Order in Council.			
For issue of certificate of British registration, when not compulsory, as above . . . . .		2	0
For furnishing a certified copy of an entry in register books of births, marriages, or deaths . . . . .		2	6
Legalisations . . . . .		5	0
Passport . . . . .		5	0
Visa of a Passport . . . . .		2	0
For issue of certificate of nationality . . . . .		2	6
Consular request to local authority for a passport, pass or visa . . . . .		2	0
Opening the will of a British subject (not a seaman) . . . . .	1	0	0
For the administration and distribution of the property, situate in the country of the Consul's residence, of a British subject, not being a seaman—dying intestate, or if not			

**British Consulate (Fees)**—(continued).

intestate, when undertaken in the absence of legally competent representatives of the deceased . . .	2½ % on gross value
For drawing a will, if not exceeding 200 words . . .	1 0 0
If exceeding that number, for every subsequent 100 words or fraction thereof . . .	5 0
For drawing a power of attorney . . .	5 0

**Building Societies.**—The report of the American Chamber of Commerce on the question of Private Building Societies given in connection with a report on Life Insurance, states :

There are properly speaking no private Building and Loan Associations and Savings Banks existing in France. The Savings institutions are under the control and protection of the Government, and are known as the *Caisse d'Épargne* and the *Caisse Postale*. These are Departments of the Ministry of Finance; the security of deposits is guaranteed by the State, and the rate of interest is determined from time to time by decree.

There are a large number—probably many thousand—Friendly Societies existing in France, known under the name of *Sociétés de Secours Mutuel*. These societies are of two classes, those that are authorised, and those which are tolerated by the State. Certain privileges belong to the Authorised Societies, but very burdensome obligations accompany these privileges.

**Caisse d'Épargne (Post Office Savings Bank).**—(See "Finance" and "Banking.")

**Caisse des Dépôts et Consignations.**—One would think from conversations with Frenchmen that the *Caisse des Dépôts et Consignations* is a sort of Chancery, over whose portals is inscribed "All hope abandon, those who enter here." As a matter of fact it is not so bad as that, but there is no doubt that releasing money from this *Caisse* is not a simple matter. On the other hand it is a rule that works both ways, and the rightful owner is really protected by the rules of the *Caisse*. Money deposited in "the custody of the Court" finds its way here, so that the *Caisse* may be considered as the treasury of the French Courts. Money so deposited carries interest at the rate of 3 per cent.

The *Caisse des Dépôts et Consignations* is a financial establishment charged to receive, under the responsibility and guaranty of the State, the deposits and consignations—obligatory or voluntary—confided to it. Besides this it administers the funds belonging to different public services. Originally, this Treasury was designed only for money paid into court, or which came

**Caisse des Dépôts et Consignations**—(*continued*).

within the immediate care and responsibility of the Court. But later on, these functions developed into being authorised to receive voluntary and particular deposits from the Departments and Communes, and to receive the revenues of the Legion of Honour, and distribute them to whom due. The *Caisse des dépôts et consignations* fulfils very much the same sort of purposes as the Bank of England does. To enumerate some of the uses to which the *Caisse* is put, the following may be quoted from the Ordinance of July 1816, "Sums which a debtor wishes to pay to a creditor unwilling to receive it, and who refuses it Money, or deposits in the way of Bail, in connection with criminal matters, &c., where the party furnishing the guaranty cannot or declines to furnish security by way of real property. Before imprisonment for debt was abolished in France, the *Caisse* was where debtors made their payments to obtain their liberty; money unclaimed, and therefore ordered by a Court to be kept pending proof of ownership; money which a bailiff (*huissier*) has seized on execution of judgment, and where disputes arise between various claimants who cannot arrange their difficulty within a certain time; money garnished, &c., where rights to the money are disputed; the price or portion of the price of real estate sold, on execution or order of Court in Bankruptcy, &c., where the money is ordered to be paid to several creditors; money in an inheritance for which there is no claim, &c.

**Capital—Surplus, of France.**—(See "Finance" and "Banking.")

**Carence.**—The word *carence* comes from the latin *careo*, it is wanting. When there has been a placing of the seals to the doors, &c., of the apartment of a deceased person and, when, after diligent official search NOTHING IS FOUND of value, a certificate or report is drawn up to the effect that nothing has been found. This report is called a *procès verbal de carence*. Such a report is also drawn up in the case of a creditor who has obtained a judgment for a debt. Where the bailiff (*huissier*) finds nothing upon which to levy belonging to the judgment debtor, he draws up a report or return (*procès verbal de carence*) certifying officially that nothing has been found.

**Carriers.**—The carrier is answerable for the loss of articles entrusted to him to carry, except in the case of *force majeure*

**Carriers**—(continued).

(overwhelming difficulties). He is answerable for all damage, except that which is caused by some defect in the article itself, or *force majeure*.

If on the account of *force majeure*, the goods be not delivered within the time agreed upon, no indemnity can be claimed from the carrier on account of delay. The receiving of the articles carried, and the payment of the amount of carriage, acts as a bar to any action against the carrier. In case of refusal or dispute about receiving the articles carried, their condition must be verified and stated in a report by experts appointed by the President of the Tribunal of Commerce, or, in his absence, by a justice of the peace, and by an order made at the foot of the application. The deposit or confiscation, and afterwards the removal to a public warehouse, may be ordered. Sale of the goods may be ordered for the benefit of the carrier, to the extent of the amount due for carriage.

These provisions above-mentioned apply to ship-masters, proprietors of stage-coaches (*diligences*), and public coaches.

**Certificates for Pawning**.—(See "Pawning.")

**Certified Copy**.—An *expédition authentique* corresponds to what is known as a "certified copy." To bespeak a copy of a judgment is to *commander au greffe l'expédition ou jugement sur timbre*.

**Chamber of Commerce (American)**.—By the kind permission of the President of the American Chamber of Commerce in Paris, Mr. Francis Kimbel, and the courteous co-operation of its former President, Mr. Henry Peartree, I have been supplied with the following information by its Secretary, Mr. E. M. Green. The American Chamber of Commerce in Paris was founded in 1894.

The following extract from the by-laws gives the objects for which the Chamber was founded :

The objects of the Chamber shall be to examine questions concerning the commercial and industrial relations between the United States of America and France ; to protect the mercantile interests subsisting between individuals and firms in the two aforesaid countries, and to take all measures which may facilitate and protect the transaction of business between them.

The Chamber shall collect information touching the above interests for the benefit of its members, so as to facilitate their business operations. Political discussions shall be excluded.

**Chamber of Commerce (American)**—(continued).

The following extracts from the rules and regulations show who can become members and the amount of annual dues :

**MEMBERS AND THEIR ELECTION.**

The active membership of the Chamber shall consist of Resident and Non-Resident members. Persons not residing nor having a place of business in France shall be considered Non-Resident members. ALL AMERICAN CITIZENS and firms in good standing interested in the objects for which this Chamber is constituted shall be eligible as members of the Chamber. FOREIGN CITIZENS and firms in good standing interested in the objects for which this Chamber is constituted may be elected members thereof, provided however, the number of such foreign citizens and firms shall not exceed one-third of the total active membership at the time of their election. Members may be elected at any meeting of the Chamber ; they must be proposed by two active members of the Chamber, and their names posted in the rooms of the Chamber at least seven days before said meeting. They must also sign a written application for membership. This application, if approved by the Board of Directors, must be brought before the Chamber at the next or some subsequent meeting. Two-thirds of the votes of those actually present are required for the admission of candidates. Such admission, together with the payment of the proper admission fee, shall constitute membership. Each active member shall be entitled to vote at all meetings of the members of the Chamber personally or by a duly authorised business representative. Firms or corporations, which are active members of the Chamber, may be represented at the meetings by a member of the firm or a duly authorised officer of the corporation, respectively, or by a duly authorised business representative of such firm or corporation. Non-Resident members shall only be entitled to vote in person.

**DUES.**

Each Resident and each Non-Resident member shall pay on his election to the Chamber an admission fee of, respectively, 125 francs and 100 francs, which shall be in full for dues for the calendar year in which he is elected. Thereupon, each member shall pay annual dues, while he shall remain a member, payable at the end of each calendar year, viz., Resident members : 125 francs each ; Non-Resident members : 100 francs each.

The Board of Directors may, in its discretion, for reasons satisfactory to itself, remit the annual dues of any member, and it may accept the resignation of any member at any time, if the annual dues of such member, to the date of such resignation, shall have been paid or remitted. If notice of resignation has not been given by a member to the Secretary of the Chamber before the end of any current year, the payment of the dues for the ensuing year will be considered obligatory. If the dues of any member remain unpaid for a term of three months, the name of such defaulting member shall be posted on a bulletin board provided therefor in the rooms of the Chamber, and if such default continues six months, his name, unless otherwise ordered by the Chamber, shall be stricken from the rolls.



**Chamber of Commerce (American)**—(continued).

The income of the Chamber amounts to 28,000 francs, and is derived solely from the annual dues of its members. The Chamber receives no subvention from the United States, and in this respect differs from other foreign Chambers of Commerce, which receive material help from their respective Governments.

Besides the active membership there are sixty-seven honorary members and seventeen patrons, these latter having each donated 1000 francs to the funds of the Chamber.

**WORK OF THE CHAMBER.**

Ever since its foundation the services of the Chamber have been constantly invoked on behalf of its members concerning quite important questions. Among these we may mention: Numerous interventions for reconsideration of Custom-house decisions as to the interpretation of the tariff law; the petition of the Chamber in 1896 to the Minister of Public Works, which resulted in obtaining better railway freight service between Paris and Havre; the initiative of the Chamber in 1896 regarding the French Succession laws, which resulted in removing some of the disadvantages to foreigners; representations and petitions to the French Minister of Commerce concerning the forwarding and delivery of mails from the United States, which resulted in obtaining a much better service. In 1897 and 1898 the Chamber addressed a memorial to Congress asking for liberal contributions for the American Commission to the Paris Exposition of 1900, so that American exhibitors should not be placed on a footing of inferiority with regard to other nations, and, from letters received, it is reasonable to assume that the action of the Chamber was to a certain extent instrumental in the accomplishment of the object. Thus very important questions have occupied the attention of the Chamber during the past five years, viz., 1. The Franco-American Treaty of Reciprocity; 2. The adoption of the metric system of weights and measures by the United States; 3. The establishment of a parcel-post service between the United States and France.

Each of these subjects has received careful study and consideration by the Chamber, and memorials were sent to Congress in favour of their adoption.

During the Exposition of 1900, with a view to render all possible assistance to American exhibitors and to American merchants visiting Paris who might desire information concerning the various lines of industry in France, the Chamber

**Chamber of Commerce (American)**—(continued).

opened a branch office in the United States National Pavilion. This office was in charge of a competent staff of clerks, and every demand for information received immediate attention.

The library of the Chamber contains principally books of a statistical nature, which are very valuable in furnishing information to those seeking new markets for their merchandise in America and in France.

**SUBSCRIBERS' CARDS.**

Persons who are non-residents and who are interested in the objects for which this Chamber is constituted may, upon the presentation of two active members, obtain subscribers' cards admitting them to the rooms and library of the Chamber, and entitling them to general information.

The subscription for such a card shall be 50 francs for three months, and may be renewed for further periods of three months, each on same terms.

In case the holder of the card becomes a member, the subscription of 50 francs shall be deducted from his dues for the same calendar year.

**Chamber of Commerce (British).**—By the kind permission of Mr. W. C. Robertson, President of the British Chamber of Commerce in Paris, I have been supplied with the following information by its Secretary, Mr. W. A. C. Neal:

The Chamber, which has now a membership of 240, was founded on May 5, 1873, with a membership of twenty-two.

It was mainly due to the efforts of the Chamber that the Protocol of 1874 was signed to the effect that within forty-eight hours following the declaration, the Customs House Authorities must either pass the goods claim *expertise* or exercise the right of pre-emption. This was a valuable result at the time. During the period of 1878 to 1882 the Chamber supplied the British Government with full reports on the changes proposed by the French Government in the Treaties of Commerce. These reports were found to be of great value, and many of the concessions obtained were due to the information supplied by the Chamber. In connection with the International Exhibitions of 1878, 1889, and 1900, the Chamber played an important part, and rendered valuable services to exhibitors.

The following are a few of the questions which have received consideration in the Chamber: Mail service between England

**Chamber of Commerce (British)**—(*continued*).

and France, Protection of English Patents in France, International Patent Laws, Trade Marks, Income Tax charged upon British Companies trading in France, The Metric System, Abolition of fee charged for Consular Visa to Certificates of Origin, The Tariff of 1892, Afternoon train service between London and Paris, Telegraphic money order service between England and France, British Consular Service in France, French Duty on Foreign Colonial Produce.

In regard to Commercial Education. The Chamber has appointed an Examining Committee for the purpose of granting certificates to young Frenchmen who study the English language for commercial purposes, and to young Englishmen in Paris who study French for the same purpose.

Proposed Arbitration Treaty between France and England has also been warmly supported by the Chamber.

At the offices of the Chamber application is made for all kinds of commercial information and statistics.

The Agency Department of the Chamber has been successful in placing many English firms in correspondence with suitable parties for the extension of their trade in France, and the Employment Department has also done good work.

During the winter months "Monthly Dinners" are held, at which subjects of commercial interest are discussed. These dinners are also appreciated from their social point of view.

A circular is issued every month gratuitously to members of the Chamber, containing useful information upon a variety of subjects, and the Annual Report, in addition to giving a statement of the work done by the Chamber, contains a digest of French legislation, the Customs Circulars, statistics of Anglo-French trade, etc., etc.

The report for 1897 contained a review of twenty-five years Anglo-French trade.

The subscription to the Chamber is: for British firms not having a branch in Paris, £2, and for British firms in Paris, £4.

The Chamber procures on application, and supplies gratuitously to its members, but without any guarantee whatsoever, strictly confidential information in regard to the standing, credit and reliability of French and English firms with which they may be doing or intending to do business. It affords special facilities to British firms desiring agents and representatives in Paris and France generally, by placing them in communication with firms or individuals likely to do business for them; and, when required, by submitting, without responsi-

**Chamber of Commerce (British)**—(continued).

bility, lists of people applying to the Chamber for the Paris representation of British houses. It procures for its members statistical and other information from official, or from the most reliable sources, in regard to French trade or to matters connected with or affecting trade with France. It procures, on application, estimates for the translation of catalogues or circulars at the lowest cost by responsible translators, and also, if required, estimates for the printing of such catalogues or circulars by French houses. It provides from the most reliable sources the names of some of the principal firms engaged in a particular trade, not only in Paris but all over France, and also gives members the means of obtaining comprehensive lists for the sending of catalogues and circulars, if required. It sends by special letter, to each member whom it may concern, notice of any changes in the French Tariff and in the classification of goods, with a translation of any Customs circulars and notices which may contain dispositions affecting his trade, the moment such documents are forwarded to the Chamber by the French Government. The Chamber receives notice of these changes direct from the Customs authorities by circulars which are not issued to the public. It intervenes with the highest Customs authorities on behalf of its members when they have *prima facie* a reasonable case, in which goods have been too highly taxed, and can point to a useful record of favourable decisions obtained. It upholds the interests of British traders with France by representations to the Home Government in cases when legislation is apprehended which might be contrary to their interests, or when legislation is required for their benefit. It has provided means for the settlement of trade disputes by Arbitration, for which it has established a code procedure. In conjunction with the Foreign Chambers of Commerce in Paris, it has established an International Board of Arbitration to settle commercial disputes which may arise between the citizens of the various countries represented, or between such citizens and foreigners. It holds at the disposal of its members for reference a very complete and valuable set of Directories of important British and French cities, and of Codes for the purpose of deciphering Code telegrams. The Library of works of reference and official publications of the British and French Governments is open to members within office hours. A large number of English and French trade papers are also received by the Chamber and held at the disposal of members. Catalogues may be had on application. It has an Employment

**Chamber of Commerce (British)**—(*continued*).

Department through which it submits, on application, without charge, lists of clerks and others seeking employment. When legislation affecting or likely to affect the interests, commercial or otherwise, of the British community in France is adopted by the French Government, the practice of the Chamber is to obtain, for the benefit of members, legal opinion as to the effect of such legislation, and such opinion is published and distributed gratuitously to members in the shape of special circulars. Attention may be called to the circulars on the French Nationality Laws, the laws affecting Foreigners in France, the law in regard to Income Tax on Foreign Companies trading in France, &c., published under the signature of the Chamber's Counsel. The Chamber does everything in its power to further the interests of British traders wishing to take part in Exhibitions held in France, and to render them every possible assistance.

**Champagne (Duty on, in respect of imports into the U.S.)**.—Section 3, of the Tariff of 1897, declares:

Champagne and all other sparkling wines in bottles containing not more than one quart and more than one pint, \$6 per dozen; containing not more than one pint and more than one half-pint, \$3 per dozen; containing one half-pint each or less, \$1.50 per dozen; in bottles or other vessels containing more than one quart each, in addition to \$6 per dozen bottles on the quantities in excess of one quart at the rate of \$1.90 per gallon.

**Change of Address**.—(See "Address.")

**Charitable Bequests**.—In making a Will in France a testator has not to think only of his right under French law to make a bequest, but he has to think whether the legatee is capable of legally receiving the bequest. A bequest to a charitable institution, for instance, raises this question. No charitable institution can receive a bequest unless the said charitable institution has been legally constituted. In regard to religious institutions care must be taken to ascertain, beforehand, that such religious institution has been authorised by the French Parliament to receive bequests. In legal phraseology, charitable and religious institutions in France must have civil capacity in order to receive bequests.

**Charte-partie (Charter-party)**.—The *Code de Commerce* defines the *charte-partie* to be "any agreement for the hiring of a vessel is called a *charte-partie*, *affrètement* or *nolise*."

**Charte-partie (Charter-party)**—(continued).

*ment*. It must be in writing. The word *charte-partie* is derived from the Latin *charta partita*, which, like an indenture, was divided (*partita*) between the parties to the contract. The person who hires out his vessel is called the *fréteur* and the person to whom it is hired is called the *affréteur*. The price paid for the use of the vessel is called the *fret*. In the Mediterranean, however, it is called *nolis*.

The *Code de Commerce* declares that the charter-party must state the name and tonnage of the vessel, the name of the captain, and the names of the freighter and the freightee; also the place and time agreed upon for the loading and unloading, and the price agreed upon for the use of the vessel. If the chartering is partial or total this must be declared also in the contract or charter-party. Then the indemnity agreed upon in case of delay must be expressly stated in the document. If the time of the loading and unloading is not stated in the contract then the customs of the place must be appealed to as final on this point. If the vessel is hired by the month and there is no agreement to the contrary, the freight runs from the day the vessel set sail. If, before the departure of the vessel, commerce is suspended with the country to which the vessel is bound, then the contract is cancelled without any liability for damages on the one side or the other. The shipper is bound to pay the charges for loading and unloading of his merchandise. If there is an utter impossibility (*force majeure*) for the vessel to put to sea, provided the difficulty is only a temporary one the contract holds good all the same, and an action will not lie for damages on account of the delay. So also in the case where irresistible impossibility or *force majeure* arises when on the high seas. (See "Force Majeure.") The shipper can, during the delay of the vessel, cause his goods to be unloaded, but at his own expense, and on condition that he reships them or pays an indemnity to the captain. In the case of the blockading of a harbour for which the vessel is destined, the captain is bound, if there are not orders to the contrary, to put in to neighbouring ports belonging to the same Power where he will be allowed to land. The vessel, rigging and appurtenances, the freight and the merchandise loaded, are respectively liable for the carrying out of the agreements of the parties.

**Chattel Mortgages (Vente à réméré, or Sale with Power of Redemption).**—Under French law chattel mortgages do not exist under the heading of "mort-

### Chattel Mortgages (*Ventre à réméré*, or Sale with Power of Redemption)—(continued).

gages" (*hypothèques*) the latter French word applying only to mortgages of real estate. Chattel mortgages come under the heading of sales (*ventes*). Let us take the definition of a chattel mortgage as given in the "American and English Encyclopedia of Law," which is: "A chattel mortgage is an instrument of sale conveying the title of the property to the mortgagee with terms of defeasance, and if the terms of redemption are not complied with, then, at common law, the title becomes absolute in the mortgagee. The nature of the agreement must be such that by the mere non-performance of the condition by the mortgagor, the title will be transferred to the mortgagee by the force of the agreement." Section 1659 of the Civil Code says: "The faculty of repurchase or reimbursement is an agreement by which the seller reserves to himself the retaking of the thing sold on paying the principal sum and expenses, &c." This, then, is the French equivalent for a chattel mortgage, and it will be seen that all the conditions as known to American common law are fulfilled. The power to repurchase, however, cannot exceed five years. If the purchase price, is not repaid together with expenses, &c., the sale becomes irrevocable. This kind of sale called *vente à réméré* is used in America and in England as a means of borrowing money.

It may be remarked, in conclusion, that while the *vente à réméré* exists in France, it is practically very little used. It may be also pointed out that the *vente à réméré* is not limited to personal property; it is applicable to real property as well. (In regard to raising money on security, see "Mont de Piété," "Magasins Generaux, Hypothèque," "Mortgage.")

**Cheques.**—The cheque is, as understood in France, in a state of embryo. As understood in the United States and England—so simple, so practical and safe, conducing to facilitate commerce, so convenient in all transactions in regard to financial matters—the French system astonishes a foreigner when "pulled up short" by the elementary ideas concerning it—the restrictions to which one is subjected when adopting it as a means of payment. On the other hand it must not be forgotten that everything has a beginning. It is a point gained to French commerce that the cheque exists at all. The foreigner must be on his guard when using a cheque in France that he does not omit some detail prescribed by law. Otherwise he may be subjected to unnecessary annoyance. There are two

**Cheques—(continued).**

laws governing the use of cheques in France—that of June 14, 1865, and that of February 19, 1874. I may point out that as an encouragement to use cheques in France the first-mentioned law provided that no stamp was necessary during a period of ten years. This had to be changed at a later date, when, probably, the necessity for raising money in all directions inspired the idea of imposing a stamp duty on this invaluable aid to commerce. The cheque in France is not used, when paid, as a proof of payment—a receipt of the very best kind, in the way of a voucher. The cheque, once paid, remains with the banker.

Let us now examine the law of 1865. It declares that a cheque is a writing, which, under the form of an order to pay, serves to the drawer, a means of withdrawing a certain amount of money—for himself or for the benefit of a third party—the whole or a portion of the money standing to his credit with the person upon whom the cheque is drawn. It must be signed by the drawer and DATED THE SAME DAY ON WHICH IT IS DRAWN. IT CAN ONLY BE DRAWN AT SIGHT; it can be drawn payable to bearer or any person named in the body of the cheque. It can be made payable to order and thus negotiated by means of endorsement. The cheque must indicate the place where it is drawn, and the date on which it is drawn must be WRITTEN OUT IN FULL, AND IN THE HANDWRITING OF THE DRAWER. The cheque, even when payable to bearer, must be receipted on the back by the person to whom the money is paid, together with the date of payment. EVERY STIPULATION BETWEEN THE DRAWER, THE BENEFICIARY OR DRAWEE, WITH THE OBJECT OF RENDERING THE CHEQUE PAYABLE OTHERWISE THAN AT SIGHT AND ON THE FIRST DEMAND TO PAY SHALL BE ABSOLUTELY NULL ACCORDING TO LAW.

The cheque cannot be drawn except upon a person having the necessary funds at his disposal to honour the cheque. The cheque is payable on presentation. A cheque can be drawn at one place, payable at another place, or it can be both drawn and payable at the same place. The bearer of a cheque should claim payment WITHIN THE PERIOD OF FIVE DAYS, INCLUSIVE OF THE DAY ON WHICH THE CHEQUE IS DATED, PROVIDED THE CHEQUE IS DRAWN AND PAYABLE IN THE SAME PLACE. IF THE CHEQUE IS DRAWN AT ONE PLACE AND PAYABLE AT ANOTHER THEN THE DELAY ALLOWED IS EIGHT DAYS. THE BEARER OF A CHEQUE WHO DOES NOT CLAIM PAYMENT DURING THE ABOVE-MENTIONED PERIODS LOSES RECOURSE AGAINST ENDORSERS; HE LOSES, ALSO, HIS RE-



**Cheques—(continued).**

COURSE AGAINST THE DRAWER IF THERE IS NO MONEY TO HONOUR THE CHEQUE BY REASON OF THE PAYEE'S OWN FAULT OR LACHES. The penalties for not observing the provisions of the law as to cheques are rather severe.

The drawer of a cheque who issues it WITHOUT DATE OR NOT DATED BY MEANS OF WRITING OUT THE DATE IN FULL, in cases where the cheque is drawn from one place on another place; he who writes A FALSE DATE OR FALSELY INDICATES THE PLACE WHERE THE CHEQUE IS DRAWN—is liable to a fine of SIX PER CENT. OF THE SUM INDICATED ON THE CHEQUE. IN ANY CASE THE FINE CANNOT BE LESS THAN ONE HUNDRED FRANCS. The same fine is imposed on the first endorser or bearer of a cheque UNDATED OR NOT DATED IN WRITING in cases where the cheque is drawn from one place and payable at another, or in cases where the cheque bears a date posterior to the date on which it is endorsed or presented for payment. This fine is imposed on the person who pays the cheque, or receives a cheque for payment where the cheque is undated or irregularly dated or presented for payment before the date indicated on the cheque purporting to be the date of its emission issue. He who issues a cheque without having funds with the drawee, and such funds available, is liable to the above mentioned fine without prejudice to criminal proceedings. HE WHO PAYS A CHEQUE WITHOUT INSISTING ON A RECEIPT BEING GIVEN IS LIABLE, PERSONALLY, AND WITHOUT RECOURSE TO A FINE OF FIFTY FRANCS. Cheques drawn at one place and payable at another are subject to a STAMP DUTY OF TWENTY CENTIMES. CHEQUES DRAWN AND PAYABLE IN THE SAME PLACE ARE SUBJECT TO A STAMP-DUTY OF TEN CENTIMES. THE PROVISIONS OF THIS LAW ARE APPLICABLE TO CHEQUES NOT ONLY DRAWN IN FRANCE BUT TO CHEQUES DRAWN ABROAD AND PAYABLE IN FRANCE.

If a cheque drawn abroad is not drawn in accordance with the laws of France in this regard, it is subject to the stamp duty of commercial paper. In this case the beneficiary, the first endorser, the bearer, the drawee are bound to see that the cheque is stamped before using it in France, in default of which stamping they are jointly and severally liable to a fine of six per cent. of the sum for which the cheque is drawn.

Thaller in his *Droit Commercial*, says, "The *chèque* is not in its nature, as a Bill of Exchange, an *Acte de Commerce*. Whether it is made out payable in the same place, or in a different place, its condition does not change. But to send out a Bill of Exchange, *faire acte de commerçant*, is to do something

**Cheques**—(*continued*).

in connection with trade, even when in reality, no question of trade is involved. To sign a cheque is an act of a capitalist, or of one who has put money away in a bank. In England this is very apparent. The payment of bills by means of cheques is considered by people in good society to be a sign of good breeding. A Bill of Exchange, in such society, would be rather disdained—it would be a mark of impropriety, and show a lack of knowledge in conducting one's affairs."

Consequently, if the cheque is the basis of an action at law the Tribunal of Commerce will not always have jurisdiction. THE MAKER OF THE CHEQUE UNLESS IT IS REALLY A COMMERCIAL ACT, WILL DEMAND AND OBTAIN the aid of the Civil Court.

It goes without saying that where a cheque is not connected with commerce—that is between two tradesmen—the Statute of Limitations (*prescription*) runs for 30 years. If it is in connection with an *acte de commerce* then five years is the limit. (See "Prescription," "Statute of Limitations.")

**Children.**—It will be a comfort to many parents who are obliged to send their little ones to the country to be reared in the fresh air and quiet surroundings to know that there is a law that follows them, and officials to see that this law is carried out, in the way of protecting the child as to his LIFE AND HEALTH. There is a special law (that of 1874) for the protection of young children and PARTICULARLY CHILDREN PUT OUT TO BE NURSED. This law referred to declares that every child under two years of age who is placed out for a monetary consideration to be nursed, whether weaned, or simply to be cared for at a distance from its parents' home, becomes by virtue of this fact the object of the surveillance of public authority, and this Governmental care is for the purpose of watching over its safety and health. In the Department of the Seine this authority is confided to the Prefect of Police, and in the other departments to the prefects. These officials are assisted by a committee appointed to study and propose measures for the proper carrying out of this law and is appointed as follows: Two members of the general council, in the Department of the Seine, the manager of public assistance (*directeur de l'assistance publique*) and in the other departments, the inspector of the *enfants assistés*. To this official six other members are added; one a doctor appointed by the prefect, and three taken from societies known to have for their object the care of infants and young children. (These

**Children**—(continued).

societies are notably the *sociétés protectrices de l'enfance, de charité maternelle, des crèches or sociétés de crèches, &c.*)

The following come under the surveillance referred to by the law of 1874: Every *personne* having a babe put out to nurse or one or more infants who have been weaned or simply to be cared for at her home and for a monetary consideration. And such persons must admit any duly authorised inspector, &c., under pain of a fine of from five to fifteen francs. If such refusal is accompanied by insults or violence the offender is subject to imprisonment of from one to five days.

The duties of the nurse are not the only ones; the mother or other person confiding the child to the nurse must make a declaration at the office of the mayor (*Mairie*) where the declaration of the birth of the child was registered, or at the *mairie* of the commune where the parent, &c., resides. This declaration sets forth the particulars of the birth of the child.

The law then provides formalities which the nurse must fulfil. It may be sufficient to explain here that the nurse is placed under careful supervision, and has to make declarations as to all necessary details connected with her service, and these declarations are kept at the mayor's office. Infractions of this law are punished by fines ranging from five to fifteen francs and in serious cases, malfeasance or crime, the penalties are regulated by the Penal Code which may be taken as quite sufficient to operate as a deterrent to grave breaches of the Law of France. (See "Vaccination.")

**Children (In Workshops, Factories, &c.).**—It

is forbidden by the law of France to oblige children to work between the hours of 9 A.M. and 5 A.M. if such children are apprentices. In workshops, factories, &c., children under thirteen are equally protected, and their employers are forbidden by law to oblige them to work between the above-mentioned hours. (See "Parents," "Parental Authority," "Majority," "Military Service," "Civil Status," and "Citizenship.")

**Citation.**—A *citation* is a subpoena, and is served by a *huissier* on a person to enforce his attendance as a witness in a case. (See "Sommation," "Assignment," and "Avertissement.")**Civil Status.**—The civil status of any one is the legal state or condition by virtue of which an individual has ascribed to

**Civil Status**—(continued).

him the character of a citizen of some particular country, and as such is possessed of certain municipal rights and subject to certain obligations. In France the civil status (*état civil*) is established by certificates called *actes de l'état civil*, which have an importance far greater than an American citizen would, at first sight, imagine. It is, indeed, a matter for surprise to an American or Englishman visiting France for the first time to find how severely particular French officials are in regard to these *actes de l'état civil*. When one comes into the world he must have an *acte de naissance* (birth certificate); when he is married he must have a marriage certificate, which practically gives a history of his life up to the time of his marriage. This is his *acte de mariage*. Again, when he dies an official comes to see whether he is really dead, and if so satisfied, draws up a third certificate (*acte de décès*) or certificate of death. To sum up, the civil status of a person in France is shown by evidence as to whether a person is a legitimate, illegitimate, or adopted child, married or not, separated or divorced, living or dead. All these *actes* or certificates are drawn up by a civil officer (*officier de l'état*). So, every Frenchman and every Frenchwoman is carefully labelled, as it were, and go where he will to any part of the world the Frenchman must be bound by the law of his country. This is particularly noteworthy in regard to his marriage. (See "Majority," "Marriage," "Frenchmen—who are and who are not," &c.)

**Code.**—There are five principal codes in France—viz., the Civil Code, Commercial Code, Penal Code, *Code d'Instruction Criminelle*, and Code of Practice. The oldest and most important is the Civil Code. Before the Revolution France was governed by the King who, only, had the power to issue laws (*ordonnances*) which were applicable throughout the realm. Otherwise there was a written law, and more important than the written laws was custom. Now the customs of one part of the country differed essentially from the customs of another part. Climate and its concomitant requirements; traditions handed down from the "time when the memory of man knoweth not the contrary," historical customs, &c., all made up what were called *coutumes*. These *coutumes* were all-powerful in localities, and so the efforts of eminent lawyers were met with opposition when any *coutume* was not duly considered in suggesting a uniform code. Finally, the Revolution paved the

**Code**—(continued).

way, and the present code (with, of course, modifications of recent legislation) represents a compilation and a unification of the various customs (*coutumes*) throughout France. The Civil Code has had several editions: the first edition was in 1804 and was called the *Code Civil des Français*; the second was that of 1807, and was called the *Code Napoléon*; while the third edition was that of 1816, and was called the *Code Civil*. This edition was the last. There was a decree in 1852 which re-established the title *Code Napoléon*, but after 1870 the Republic returned to the title of the edition of 1816, or *Code Civil*. To understand the spirit of the French Code the student is referred to a now somewhat rare volume, "*Code Civil des Français, suivi de l'exposé des Motifs, sur chaque loi présenté par les orateurs du Gouvernement, &c.*" It would seem that while the different parts of France yielded various points and made certain concessions in order to have one code, one law throughout the country, these different parts of France preserved their own peculiar mode of interpreting the code. Otherwise the conflicting decisions of the Courts of Paris, Lyons, Dijon, &c., seem quite incomprehensible. But on this point it must be observed, on the other hand, that the code expressly provides for the free and unbiased interpretation of the law by every judge. (See "*Lois Usuelles*," "*Décisions*.")

**Collusion**.—(See "*Divorce*.")

**Commandement**.—A *commandement* is an order to pay a certain sum. It precedes an attachment of real estate, or *saisie immobilière*, a *saisie brandon*, and a *saisie exécution*.

**Commercial Treaty**.—The following is the text of the proposed Franco-American Commercial Treaty:

## FRANCO-AMERICAN TREATMENT OF RECIPROCITY.

*Text of the Convention signed at Washington, July 24, 1899, between the United States and France, and transmitted for ratification to the Senate of the United States and to the Chamber of Deputies of France on December 6, 1899.*

Time for ratification was mutually agreed to be extended to September 24, 1902.

The United States of America and the French Republic, animated by a desire to facilitate and increase the commercial intercourse between the two countries, have agreed to conclude a reciprocal Convention for

**Commercial Treaty**—(continued).

that purpose, and have appointed their respective Plenipotentiaries therefor, namely :

The President of the United States of America, Honourable John A. Kasson, Special Commissioner Plenipotentiary, &c., and the President of the French Republic, His Excellency Jules Cambon, Ambassador Extraordinary and Plenipotentiary, Commander of the Legion of Honour, &c. &c., who, after having communicated to each other their respective full powers in good and due form, have agreed upon the following articles :

**ARTICLE 1.**

It is agreed on the part of France that all articles of merchandise being a product of the soil or industry of the United States of America exported to France or Algeria (whether shipped direct by to a French or Algerian Port or arriving by way of an intermediate port) shall be admitted into France and Algeria upon payment only of the minimum rates of duty imposed on the like articles of any other origin ; and no port or other charges of any kind shall be imposed upon such merchandise prior to entering into consumption unless they are such as are equally applied to importations from all foreign countries ; and no prohibition or restriction of the importation of any of the products of the United States shall be made except such as shall equally apply to the like products in the like condition arriving from any other country. The right to provide sanitary measures against the introduction of pests or of infectious or contagious diseases is reserved.

The following articles of merchandise are excepted from the provisions of this article respecting the minimum rates of duty, namely :

**French Tariff  
Numbers.**

1	Horses.
37	Butter.
89 <i>ter</i>	Lucerne and clover seed.
164	Fodder.
205	Cast iron.
476	Skins and hides prepared.
478 to 482	Boots and Shoes and part of same.
488	Belts and cords and other leather articles manufactured for machinery.
524	Dynamos.
525	Machine-tools.
536	Dynamo conductors, and parts.
536 <i>bis</i>	Arc lamps known as regulators.
91	Sugar.
163	Chicory roots, green or dried.
34	Eggs.
36	Cheese.
38	Honey.
347	Porcelain.
462	Cardboard (rough) in sheets.

**ARTICLE 2.**

Reciprocally, it is agreed on the part of the United States that the articles of merchandise the product of the soil or industry of France or

**Commercial Treaty—(continued).**

Algeria designated and described in the following Schedule (whether shipped directly to a United States port or arriving by way of an intermediate port) shall be admitted into the United States on payment only of the reduced duties as declared and set forth in said Schedule; and no port or other charges of any kind shall be imposed upon such merchandise prior to its entering into consumption except such as are equally applied to importations from all foreign countries; and no prohibition or restriction of the importation of any of the products of France or Algeria shall be made except such as shall equally apply to the like products in the like condition arriving from any other country. The right to provide sanitary measures against the introduction of pests or of infectious or contagious diseases is reserved.

Schedule of Articles the product of the soil or industry of France and Algeria on which reduction of duties is conceded by the United States together with percentage of concession upon the present duties thereon :

Articles.	As described in U.S. Tariff Act Nos.	Reduction per cent.
SILK GOODS . . . . .	384 to 391 inclusive	5
COTTON GOODS :		
Hosiery and knit goods . . . . .	317, 318, 319	20
Suspenders, <i>passementerie</i> . . . . .	320	5
Cotton fabrics mixed with silk . . . . .	311	5
Plush and velvet . . . . .	315	5
Ready-made clothing . . . . .	314	5
Laces . . . . .	339	5
ARTICLES OF FLAX AND HEMP :		
Woven fabrics . . . . .	346	10
Laces, embroidery, trimmings . . . . .	339	10
Linen goods, ready-made . . . . .	338, 345	10
LEATHER AND SKINS :		
Gloves excepting those known as schmaschen . . . . .	450 to 445 inclusive	10
ARTICLES OF PARIS (FANCY GOODS) :		
Imitation jewellery . . . . .	193, 408	10
Jewellery . . . . .	434	5
Buttons . . . . .	414	5
Brushes . . . . .	410	10
Dice, chessmen, etc. . . . .	417	10
Toys and playthings . . . . .	418	20
Fans . . . . .	427	10
Articles of amber, bone, ivory, mother-of-pearl, shell, meer- schaum . . . . .	448, 449, 450, 459	15
Buckles . . . . .	412	10

**Commercial Treaty—(continued).**

Articles.	As described in U.S. Tariff Act Nos.	Reduction per cent.
<b>ARTICLES OF FOOD :</b>		
Prepared or preserved vegetables, peas, etc., including mushrooms	241	10
Fruits preserved in sugar or spirits	263	10
Chicory, roasted or ground . . .	280	5
Macaroni, vermicelli and all similar preparations . . . . .	229	10
Nuts . . . . .	272	20
Prunes . . . . .	264	10
Olive oil . . . . .	40	15
<b>CHEMICALS :</b>		
Colours and varnishes . . . .	44 to 59 inclusive	10
Coal-tar, dyes, or colours . . .	45	20
Glycerine . . . . .	24	10
Glue . . . . .	23	10
Potash . . . . .	62 to 66 inclusive	10
Soda . . . . .	73 to 80 inclusive	10
Medicinal preparations . . . .	67, 68	10
Perfumery prepared with or with- out alcohol . . . . .	2, 70	10
Soaps including perfumed soaps .	72	10
Ultramarine blue . . . . .	52	10
<b>EARTHEN AND GLASS WARE :</b>		
Bricks and tiles, varnished, ena- melled, or ornamented . . . .	87, § 2, 4, 88, § 2, 3	10
Bottles . . . . .	99	15
Glass decanters, and other glass vessels . . . . .	100	5
Window glass and other glass . .	101 to 105 inclusive	10
Spectacles and glasses for specta- cles . . . . .	108 to 110 inclusive	10
Opera glasses, lenses, etc. . . .	111	10
<b>METAL WORK :</b>		
Cutlery . . . . .	153, 155	10
Watchmakers' articles, clocks . .	191	15
Nails, spikes, points, needles . .	160 to 165 inclusive	15
Metallic pens . . . . .	186	10
Penholders . . . . .	187	10
Other goods and wares composed wholly or in part of manufactured metal not specially provided for in the Act . . . . .	193	10
Galloon, braid, embroidery, and other articles made wholly or partly of tinsel-wire, bullions, or metal threads . . . . .	179	5



**Commercial Treaty—(continued).**

Articles.	As described in U.S. Tariff Act Nos.	Reduction per cent.
<b>PAPER :</b>		
Copying, filtering, blotting or surface-coated paper, or paper covered with metal or its solutions, parchment, sensitised paper for photographic purposes	397, 398	10
Letter-paper hand-made	401	10
Envelopes	399	10
Blank books	403	10
Albums	404	10
Articles of paper	407	10
Feathers, etc., dressed for ornament, etc., and artificial flowers	425, § 2	5
Wood and wooden furniture	208	10
Plants and seeds	251, 252, 254	20
Straw hats	409	10
Braids of straw or grass, etc., especially for making or ornamenting hats	409	10
Cement	89	10
Furs not on the skin for hats	426	20
Hats, including felt hats	370, 432	10
Musical instruments	453	15
Feathers, not dressed	425, § 1	20
Mineral waters	301	20
Liqueurs	292	10

**ARTICLE 3.**

It is further agreed that should the United States concede upon any articles of merchandise described in the preceding Schedule being the product of the soil or industry of any other country a lower rate of duty than that herein designated for the like articles being the product of the soil or industry of France or Algeria such lower rates shall be applied of right and without delay to the like articles being the product of France or Algeria.

It is also agreed that any reduction of the duties provided by the Tariff Act of the United States approved July 24, 1897, upon sparkling wines, or upon the articles of woollen manufacture described in paragraphs Numbers 366 to 382, inclusive of said Tariff Act, being the product of the soil or industry of any other European country, which may after the date hereof be conceded to such country by the United States shall be immediately extended to the same articles being the product of the soil or industry of France or of Algeria.

**ARTICLE 4.**

Should either of the High Contracting Parties during the term of this Convention by any legislative action so change the relative conditions of trade as existing at the date of this Convention, to wit, France by

**Commercial Treaty**—(*continued*).

increasing the minimum rates of duty herein stipulated for products of the United States, or the United States by increasing the reduced rates set forth in the foregoing Schedule, or increasing the existing rates upon other French products, or either Party by imposing new restrictions or prohibitions upon importations from the other, in such case the option is reserved to the other High Contracting Party to terminate its obligations under this Convention after six months' notice to the other of its intention to arrest the operation thereof.

**ARTICLE 5.**

This Convention shall be duly ratified by the respective Governments so soon as practicable and within eight months from the date hereof, and the ratifications shall exchanged be at Washington ; and it shall go into effect ten days thereafter, and shall, subject to the provisions of Article 4, continue in force for the term of five years from the date of such exchange of ratifications unless one of the High Contracting Parties shall in the meantime have given notice to the other of its wish to terminate the same, in which case the Convention shall be terminated twelve months from the reception of such notice by the other Party. If neither High Contracting Party shall have given such notice before the expiration of five years the Convention shall continue in force from year to year thereafter until twelve months after such notice shall be given.

In witness whereof we the respective Plenipotentiaries have signed this Convention in duplicate and have affixed our respective seals.

Done at Washington this twenty-fourth day of July, A.D. one thousand eight hundred and ninety-nine.

JOHN A. KASSON (*Seal*).

JULES CAMBON (*Seal*).

**Commissaires-Priseurs.**—The *commissaires-priseurs* are public auctioneers. They are employed principally by the notaries, clerks of courts (*greffiers*), and bailiffs.

**Commissary of Police.**—There is a commissary of police in every town of from 5000 to 10,000 inhabitants. A commissary can be appointed to each principal town of a canton if deemed necessary. In large towns the chief commissary is called the *commissaire central*. They have two principal functions: (1) to preserve public order, and (2) perform certain judicial acts. In connection with the latter functions they are under the *préfet*, the *sous-préfet*, the *maire* and the *procureur de la république*. They have a surveillance over hotels, cafés, furnished rooms, suspected or notorious characters, vagabonds, beggars and the like. They watch over food products and take necessary steps to prevent adulteration and, generally carry out the by-laws of the city, public traffic, &c.

**Commission Agents.**—A commission agent is one who acts in his own name or under a firm name for the account of a principal. Every agent has a prior claim upon goods sent to, deposited with or consigned to him, from the simple fact of such sending, deposit, or consignment, for all loans, advances or payments made by him either before the receipt of the goods or while they are in his possession. This lien only exists in accordance with the following condition. In all cases, relative to pledges, a prior claim to the thing pledged only exists where the security has been placed and still remains in the possession of the creditor or of a third person agreed upon between the parties. The creditor is said to have the goods in his possession when they are at his disposal in his warehouses or ships at the custom house or in a public repository, or if before they arrive he became possessed of them by a bill of lading or way-bill.

In this prior claim referred to principal, interest, commission and expenses are included. If the goods be sold and delivered for the account of the principal, the agent may repay himself from the proceeds of the sale. The amount of his claim in priority to the creditors of the principal.

**Commissions to Take Evidence.**—(See “U.S. Consulate.”)

**“Commodo ou Incommodo.”**—An inquiry (*enquête*) *de commodo ou in commodo* is an inquiry made by the administration for the purpose of finding out whether the public is in favour or otherwise of some proposed action. The person making this inquiry is appointed by the prefect or sub-prefect.

**Companies.**—There are four kinds of *sociétés* in France (the word *société* is used for partnerships as well as companies):

I. *Société en nom collectif*. This is a partnership transacting business under a firm name (*raison sociale*). The partnership deed is drawn up by a notary, but it may be under ordinary signature (*seing privé*), which is a term used in contradistinction to a deed drawn up by a notary or public officer and is simply an agreement between the parties.

II. *Société en commandite simple*. This is formed by two or more persons who are jointly and severally liable and to these are added one or more sleeping partners or *bailleurs de fonds* or men who furnish the money to conduct the business. These *bailleurs de fonds* are called *commanditaires* or *associés en*

**Companies—(continued).**

*commandite*. The *Code de Commerce* declares that a sleeping partner is liable only to the amount of the money he has put into the enterprise. The sleeping partner is prohibited by the code from performing any act of management even by power of attorney. His name, also, cannot appear in the name of the firm. If a sleeping partner disregards this provision of the code, then he becomes liable, jointly and severally, in common with the general partners. This provision, however, does not apply to a sleeping partner being consulted and from giving his advice, nor does it preclude him from inspecting the manner of carrying on the business.

III. But it may happen that this *société en commandite* finds that more money is required than the various members can supply. Then, if others are called in who hold shares in the enterprise represented by the capital which they supply, the enterprise is called a *société en commandite par action*. This fact of there being shareholders does not alter the general character of the *société en commandite*.

These companies (*sociétés en commandites—simple or par actions*) ally labour and capital; giving to the former means of profiting by work, discovery, inventions, and special skill—with the capitalist who directs nothing in the enterprise but only furnishes the money and who is only responsible to the amount of his interest in the concern.

The *société anonyme* is a mere collection of different sums of money making the capital of a company. The personal element does not appear in the name of the company. The name designates the object of the enterprise. The members are only liable to the amount of their interest in the company. It is managed by officers (*directeurs*) who are elected for certain periods, and who are not personally liable for the company. There is another kind of company called an *association en participation*, which does not exist as to third persons. It is simply an arrangement between several persons to do business together. There may be not even a paper or memorandum to establish this; nevertheless it may be proved by documents and papers showing transactions. The law recognises these companies.

The formation of companies or corporations is not complicated. When the capital is all subscribed and the money ready it takes from ten to fifteen days for the formation. The company may be organised with any capital, and this capital may be increased from time to time unless prohibited by the articles of association. The number of directors is not limited except by

**Companies**—(continued).

the articles of association, and none of the directors need be French citizens. One-fourth of the capital must be paid into the hands of a notary or some third person or the promoter, and this payment must be made in cash before the company can be legally constituted. No money need be paid into the Government Treasury. The taxes paid by the company to the Government are the ordinary taxes, or *impôts mobiliers*. If the company owns the premises where the business is carried on, the tax is established on the rent value of the said premises. A trading company has, besides, to pay a licence which varies according to the nature of its work. Finally, the company has to pay an income tax, the ratio of which is 4 per cent. of the dividends or income distributed to the shareholders.

There is another combination of business men which does not come under any of the preceding heads. I allude to an *association en participation*. An *association commerciale en participation* is formed like a syndicate to carry out one or two special transactions—as, for instance, to purchase a block of land and sell it in parcels without going into the real estate business generally. The contract is one only which refers to the individuals who form the association. The general law of partnerships or of companies does not apply. The contract governing the *association en participation* may be proved by the production of the books of the association, or by correspondence and by parol evidence if the court deems it advisable.

**FOREIGN COMPANIES.**

Foreign companies are practically able to do business in France with the utmost freedom. But a foreign company to operate in France must fulfil two principal requirements:

(1) They must have been **DULY AND REGULARLY ORGANISED** according to all the **REQUIREMENTS OF THE LAW IN THAT RESPECT OF THAT COUNTRY.**

(2) **THEY MUST PAY AN INCOME TAX.**

This income tax must be, in fact, paid by all companies which are divided into shares, **WITHOUT EXCEPTION OR DISTINCTION.** "No matter what is the nature of these companies," says Houpin, "no matter what their object may be, or at what epoch they formed. This tax is applicable to civil companies even when these companies have neither transmissible shares or determinate capital. This tax is due not only by companies regularly constituted, but even by irregularly constituted companies, and is due by companies dissolved and in liquidation."

**Companies—(continued).**

This tax is *not* due by

- (1) Partnerships *en participation*.
- (2) Firms.
- (3) Co-operative societies formed by workmen or artisans.

This tax used to be 3 per cent., but since January 1, 1891, the rate has been fixed at 4 per cent.

**FOREIGN COMPANIES IN FRANCE.**

Foreign companies operate in France under the authority of the law of May 30, 1857, which reads as follows: "1. Limited companies and other commercial associations, whether industrial or financial, which are subject to the authority of the Belgian Government, and which have obtained it, can exercise all their rights and sue and be sued in France in conformity with the laws of the Empire (Republic). 2. An Imperial decree (or of the President) rendered in the *conseil d'état* can apply to all other countries the benefit of Article I. of the law of May 30, 1857."

The following countries have taken advantage of the law of 1857: THE UNITED STATES, 1882; GREAT BRITAIN, 1862; TURKEY and EGYPT, 1859; SARDINIA, 1861; LUXEMBURG, 1861; PORTUGAL, 1861; SPAIN, 1861; GREECE, 1861; HOLLAND, 1863; RUSSIA, 1865; PRUSSIA, 1866; SAXONY, 1868; AUSTRIA, 1868; NORWAY and SWEDEN, 1872.

In regard to English companies: There was a treaty between France and England, entered into in 1852, declaring that companies, constituted and authorised according to the laws of their respective countries, would be authorised to exercise their rights in England or France (as the case might be). At the time of this Treaty English limited companies were not yet free to cross over to France. But on May 30, 1857, a law was passed in France authorising French limited companies the right of formation in France without previous authorisation. In 1862 a decree in connection with limited companies granted English companies the right to establish themselves without special authorisation. In other words, the Treaty of 1852 granted, let us say, to an English company the same rights in France as a French company would have. But French companies were not accorded the right of free formation at the time, and they required special authority. So an English company, also, had to have special authority at that time to become established in France. The decree, however, dispensed with this special authority in France for French companies, and

**Companies**—(continued).

English companies, placed on an equal footing with French companies by the Treaty, were consequently freely allowed to be formed in France.

Power of Attorney.—It is usual for the manager of the foreign company to file his power of attorney with a notary, who gives copies of this power when required in important transactions.

Registration.—THERE IS NO REGISTRATION REQUIRED by French law in regard to companies. The word "registration" is a stumbling-block to the American or Englishman, who attaches a technical and very important meaning to it. I prefer the French word *enregistrement* because it tends to avoid confusion in the terms. The payment of the tax, elsewhere referred to, is made at the bureau of *enregistrement* or stamp tax office. This *enregistrement* is purely a fiscal question, and has nothing to do with what Americans or Englishmen understand by the English word "registration." What makes this difficult for a man accustomed to the English language to comprehend is that in connection with this income or dividend tax the memorandum and articles of association MUST BE FILED AT THE ENREGISTREMENT IN FRENCH AS WELL AS ENGLISH. Forms have to be filled in showing capital at home and capital in France, profits and losses, and particulars as to property owned or leased in France.

Position of a Foreign Company in France.—The position of a foreign company abroad, in France, is quite identical with that of the same company at home. It can sue and be sued; enter into contracts, &c. Its representative in France can do whatever the company authorises him to do, and if clothed with no special powers he may transact the business of the company in France quite as freely as he would do in the country where the company is organised, if he acts within the scope of his business.

While the foreign company may transact its business freely in France, and sue and be sued, its position as a "foreigner" necessitates SECURITY FOR COSTS, in an action at law (*caution judicatum solvi*).

There is ANOTHER SECURITY to be provided for, and this is in connection with the DIVIDEND TAX. The person who guarantees the payment is called a *représentant responsable*. Strictly speaking this guarantor is supposed to be a FRENCH CITIZEN, but the custom now is for the company to ARRANGE WITH A BANK TO GUARANTEE THE PAYMENT OF THIS DIVIDEND TAX. A bank is always willing to act for a company in this capacity on being satisfied as to the position of the company, &c., and generally in

**Companies**—(continued).

consideration of the company's account or an annual fee, or both.

French law concerning companies is specially affected by the statutory enactments of July 24, 1867, and August 1, 1893. The following are some of the provisions of these laws: Companies *en commandite* cannot divide their capital into shares or parts of shares of less than 25 francs when the capital does not exceed 200,000 francs, and of less than 100 francs when the capital is over and above 200,000 francs. These companies cannot be definitely constituted until the subscription of the total amount of the capital and the payment in money by each shareholder for the number of shares, or the coupons of shares, subscribed for by him, when such shares do not exceed 25 francs, and of a quarter at least of the shares when they are of a value of 100 francs each and above that amount. A declaration as to the fulfilment of these requirements is made by notarial act. A list of the subscribers is annexed to the said declaration, together with details of payment made, a copy of the memorandum and articles of association. COUPONS OF SHARES ARE NEGOTIABLE AFTER PAYMENT OF ONE-FOURTH OF THE SHARES.

Shares are called *nominatives* until paid up. Shares representing portions of paid-up capital must be so paid up at the moment of the constitution of the company. Such shares cannot be detached from the stubb and are not negotiable until two years after the definite constitution of the company. Until this time is reached, these shares must be stamped in such a manner as to indicate their character and the date of the constitution of the company, and the directors must see that this is carried out. The shareholder, the assignee, and the subscriber are all jointly and severally liable for the amount represented by the share. But every subscriber or shareholder who has assigned his share ceases to be responsible for uncalled capital after two years have elapsed from the date of such assignment. When a member of a company contributes some advantage, *et cetera*, in lieu of money then the first general meeting must valueate such advantage. The company is not formed until a second general meeting has approved of the valuation of the assets. But this approval must have been preceded by printed information in this connection circulated among the members five days before the second meeting referred to.

Resolutions of meetings are legal when passed by a MAJORITY OF THE SHAREHOLDERS PRESENT. "MAJORITY" MEANS ONE-FOURTH



**Companies**—(continued).

OF THE SHAREHOLDERS, and means that ONE-FOURTH OF THE CAPITAL MUST BE REPRESENTED.

A *conseil de surveillance*, COMPOSED OF AT LEAST THREE MEMBERS MUST BE APPOINTED BY EVERY COMPANY EN COMMANDITE PAR ACTIONS. This *conseil* is appointed by a general meeting of shareholders immediately after the definite constitution of the company and before any company business can be transacted. The first *conseil* is appointed for one year, but is eligible for re-election at the times, and under the conditions, set forth in the by-laws. This first *conseil*, immediately after its appointment, must see that all the requirements of the law have been faithfully carried out in regard to the formation of the company. The members of this *conseil* are not held responsible for the acts of management. Each member is responsible only for his personal defaults. The members of the *conseil* verify the books, the money, bills, and securities of the company. They must hand in a report at the annual general meeting (in which any irregularities are noted) and deal with the question of distribution of dividends. No action at law for the recovery of dividends can be made against the shareholders, except in case where dividends have been paid without inventory or without due regard to the facts stated in the inventory. The statute of limitations applies at the end of five years from the day fixed for the distribution of dividends.

THE "CONSEIL DE SUPERVISION" CAN CALL A GENERAL MEETING, AND, IF IT IS THEN AND THERE DECIDED TO WIND UP THE COMPANY, TAKE STEPS TO CARRY OUT SUCH DECISION. But at least fifteen days before such general meeting every shareholder shall have the RIGHT TO personally or by proxy INVESTIGATE the balance-sheet, the inventories, and report of the *conseil de surveillance*, at the offices of the company.

The observance of the provisions of the law regarding the formation of *commandite* companies is severely insisted upon. Issuing shares or coupons of shares of companies constituted contrary to law subjects the offender to a fine of from 500 francs to 10,000 francs, and a manager who commences the company business before the *conseil de surveillance* has begun its functions, is liable to the same above-mentioned fine. So, also, those who falsely pretend to be owners of shares or coupons of shares; or who fraudulently create a fictitious majority at a general meeting; and those who hand over their shares to others to make fraudulent use of them. Imprisonment from fifteen days to six months may also be ordered in addition to the fines. The

**Companies**—(continued).

negotiation of shares or of coupons of shares, the value or forms of which shall be contrary to the provisions of the law, or for which the payment of one-fourth shall not have been made, is punishable by a fine of from 500 francs to 10,000 francs.

There are other provisions in the law of 1867 applying articles of the Penal Code for the punishment of offenders in respect to breaches of the law.

Anonymous Companies (*sociétés anonymes*) can be formed without the special authority of Government. They can be formed by an ordinary deed under private seal. The deed must be drawn in duplicate. In addition to the provisions of the Code of Commerce relating to *sociétés anonymes*, the law of 1867 declares that: "*Sociétés anonymes* are administered by one or more *mandataires* (attorneys in fact), who may choose from among their number a manager (*directeur*). If the articles of the company allow it, a representative outside the company may be appointed, for whom the first-named attorneys in fact or agents are responsible.

THE COMPANY CANNOT BE CONSTITUTED IF THE NUMBER OF THE MEMBERS IS LESS THAN SEVEN.

General meetings are ordinary or extraordinary. A bare majority suffices in all cases to pass a resolution; but the capital, which must be represented, the voting powers of shareholders, and the number of shareholders necessary to form a meeting, depends upon circumstances.

One general meeting of shareholders *per annum* is obligatory; the date thereof must be fixed by the articles. To pass an ordinary resolution—that is, a resolution relating neither to assets not in money, special advantages to particular shareholders, or modification in the articles—the shareholders present must represent one-fourth of the company's capital. If a fresh meeting is necessary owing to this fourth not being represented, the resolution is valid, whatever proportion of the capital the shareholders present may represent. A resolution for the purpose of altering the articles, or for the continuation of the company beyond the term fixed for its duration, or for winding it up before expiry of that term, is invalid unless passed by a meeting representing at least one-half of the capital. The annual general meeting appoints a committee of one or more, who may or may not be shareholders, to make a report at the next general meeting on the situation of the company's affairs, on the balance-sheet and accounts produced by the board of directors. The resolution approving the balance-sheet and

**Companies**—(continued).

accounts is null and void unless the committee's report shall have been previously made. In case the general meeting should fail to appoint this committee, or in case one or more members thereof should be unwilling or unable to act, then the committee shall be appointed or any vacancy filled by an order of the president of the Tribunal of Commerce of the district where the company is formed, on the application of any interested party, the directors having been duly called to appear. During the period of three months next preceding the time fixed by the by-laws for the general meeting, the committee is entitled, whenever they deem it expedient for the interest of the company to take over the books and to examine the company's operations. They may always, in urgent cases, call a general meeting. Every anonymous company shall, once in every six months, draw up a statement of its assets and liabilities—said statement to be placed at the disposition of the committee. Besides, an inventory is made every year, including a description of all the real and personal properties of the company and all the debts owing by or to the company. The inventory, the balance-sheet, and the profit and loss account are placed at the disposal of the committee forty days at least before the general meeting. They are produced at said meeting. Fifteen days at least before the general meeting any shareholder may, at the registered office of the company, examine the inventory and the list of shareholders, and obtain a copy of the balance-sheet, summing up the inventory and the report of the committee. Every year a sum equal to not less than one-twentieth of the net profits shall be deducted therefrom to form a reserve fund. Said deduction shall cease to be obligatory when the reserve fund shall have attained one-tenth of the capital.

*In case of the loss of three-fourths of the capital, the directors are bound to call a general meeting of all the shareholders for the purpose of determining as to whether it is necessary to wind up the company. The decision of the meeting is, in any case, made public. If such a meeting is not held as required by law, then any interested shareholder may apply to the court for a winding up of the company. Any shareholder may retire from the company whenever he wishes so to do unless there are agreements to the contrary. THE SHAREHOLDER who shall cease to belong to the company, whether on account of his own act or whether by decision of the general meeting, SHALL REMAIN BOUND FOR A PERIOD OF FIVE YEARS; as regards shareholders and as regards third parties, in regard to all the obligations*

**Companies**—(*continued*).

existing at the moment of his withdrawal. The company, no matter what its form, shall be validly represented before the courts by its directors. The company shall in no case be dissolved by reason of the death, withdrawal, incapacity, bankruptcy, or insolvency of one of its members: it shall continue to be validly carried on by the other shareholders.

**Compromise.**—A compromise in French law is called a *transaction*, the affair or matter in dispute being *transigée* or compromised. A *transaction* is a contract by which the parties terminate a dispute or in anticipation of a dispute. The *transaction* must be in writing. Parol evidence is not admitted to prove the compromise.

**Comptoir d'Escompte.**—(See "Financial.")

**Concierge.**—The *concierge* is an important person in a French *appartement* house. He is necessary to the system of letting floors, flats, furnished or unfurnished *appartements*. Without him tenants and lodgers would be subject to annoyances, thefts and even visits of dangerous persons. The *concierge* naturally likes to be considered more important than he is. He is not by any means omnipotent and can be brought to reason. At the same time it is easier, particularly for a foreign resident, to keep on friendly terms with his *concierge* where possible. He is usually chosen for his respectability. Often the wife of the *concierge* remains at home all day to watch the place while the husband works at some trade or even office. The position is sought after as in addition to a small remuneration the couple have their rent free.

The duties of the *concierge* are: to receive letters, papers and packages addressed to the tenants or lodgers of the house, except registered letters or telegrams which must be delivered personally. They must take notice of people calling on tenants so as to give their names to the tenants; they must indicate to visitors the door leading to the apartment of the tenant sought for; and they must say whether the tenant is "in" or "out." THREE TIMES a day the *concierge* must deliver to tenants letters, &c., received at his *loge* or "porter's room." But this custom varies. He must show visitors where the elevator or lift is situated and make the lift (*ascenseur*) work. At any time—day or night—he must open the outside door of the house to tenants. If a tenant is absent and asks the *concierge* to forward

**Concierge**—(continued).

his letters to a certain address he must comply. If a tenant moves away to another address the *concierge* must give the new address to callers or visitors during one year dating from the tenant's moving away. He must receive at his *loge* packages addressed to the tenants provided they are small. The *concierge* must see that the house under his charge is free from disturbances or noise. He cannot enter the tenant's apartment to abate a nuisance of this kind and his remedy is to warn the proprietor or the police. The *concierge* must see to it that the staircases and court-yard, &c., are kept in perfect order. Tenants should remember this. The *concierge* should not be blamed for being particular on these points as he is directly responsible to the proprietor for neglect. In regard to the staircases (which must be kept waxed and polished) Judge Pignard-Dudezert, President of the 7th Chamber of the Paris Civil Tribunal, recently remarked that it is the custom in all Paris houses of which the principal staircase is of wood (properly waxed and polished and consequently slippery and dangerous unless carpeted) to lay down during the summer months a special carpet after the thick winter carpet has been taken up. Landlords cannot avoid the obligation to lay down a summer carpet unless they insert a restrictive clause to that effect in the leases. There is an important question which arises in some houses in regard to the time the gas is extinguished by the *concierge*. It is frequently stated that the *concierge* must put out the gas in the stairways, &c., at ten o'clock—at eleven o'clock, &c. This is incorrect as to the general rule. The hour for extinguishing the gas is arranged by the conditions of the lease. If this is not so provided for then the customs of the place are observed and respected. The custom in Paris in this regard varies in different quarters of the city. The *concierge*, it must be remembered, is not the employé of the tenants. He is solely the employé of the proprietor. But as domestic servant of both proprietor and tenants he has special duties to perform for the latter. Great care must be exercised as to payments to the *concierge* on behalf of the proprietor. These payments are only valid when the *concierge* has a power of attorney (*pouvoir*) to receive them.

The duties mentioned which are obligatory upon the *concierge* generally are recompensed by the tenants by presents. It must be remembered that the sums so given are presents and voluntary on the part of the tenants. There is no obligation whatever to pay the *concierge*. If the tenant does not pay the *concierge* once a year his "New Year's present" (*étrennes*) and the con-

**Concierge**—(continued).

*concierge* declines to perform his duties then the *concierge* renders himself liable to a complaint which may be more or less serious. The custom at Paris as to the amount of the *étrennes* is 2 per cent. of the rent paid by the tenant. The *concierge* is not the guardian of the apartments of the tenants. Otherwise he might be responsible for thefts and acts of burglars. Still he must use ordinary care in watching the interests of the tenants. If a *concierge* has rendered himself liable for some act or omission in connection with a tenant the tenant must address himself to or sue the proprietor. In very serious cases the tenant may not only demand damages and the cancellation of his lease but can demand even that the *concierge* be removed. This removal is not a serious matter for the proprietor if he desires to get rid of an undesirable *concierge*. The *concierge* is considered as the servant of the proprietor and only eight days notice is required, consequently, to be given.

Change of address: A *concierge* must give the new address of a tenant who has left for another place if he knows such new address. The Tribunal of the Seine directed the proprietor and the *concierge* and his wife to pay damages to the extent of 300 francs on account of the *concierge* having refused to give the new address of some tenants who, on leaving the premises, left cards with the *concierges* indicating their new address.

If a *concierge* is insulting in his behaviour, and it would seem that some remedy should be sought at once against him, a very simple way is to apply to the commissary of police of the quarter for advice as to what steps are to be taken. It would seem that the police in Paris had a good many complaints as to the conduct of *concierges*, if the following notice is any criterion, and which is posted on the walls of the office of the commissary of the Madeleine Quarter, in the rue d'Astorg: "A judgment rendered by the Tribunal of the Seine, February 27, 1886, establishes in principle that the conduct of the *concierges* is a condition essential to the peaceful enjoyment due by the lessor to the lessee. In consequence, the judgment decides that if the *concierge* insults or threatens the tenant he has the right to demand his expulsion, without prejudice to the right to action for damages to which the landlord can be condemned for having kept on the premises the author of the outrage. This jurisprudence is confirmed by the Court of Cassation."

There is a "custom" in Paris that every time a tenant receives wood the *concierge* takes one faggot. But this is not a "legal right" and, happily, is not a general custom.

**Conciliation.**—An interesting feature connected with French law is that of CONCILIATION. There are three ways of avoiding litigation. First, by a *transaction*; second, by a *compromis*, and lastly, *conciliation*. In strictly commercial matters *conciliation* does not apply. So in questions of law which come within the jurisdiction of the commercial court (*Tribunal de Commerce*) there is no way of “agreeing with thine adversary quickly” before arriving at the court. But in what are called *matières civiles* there is always—at all events, in theory—a means of “patching up” disputes before the machinery of the law, properly speaking, begins to turn its cumbrous wheels. In matters over which a *juge de paix* has jurisdiction, the plaintiff politely “invites” his adversary to come to the *juge*, who, in his capacity of *père de famille*, is supposed to try to soothe injured feelings and calm rising passions. It is wise, in what are often only trivial matters, for a foreigner seriously to consider whether or not he can, without loss of dignity, take the advice of this “fatherly” counsel. The *invitation* to come to the *juge de paix* in *conciliation* is called an “*AVERTISSEMENT*,” and is issued by the clerk of the court (*greffier*). Your *invitation* to your adversary is not an expensive affair. It costs only 70 centimes. If the affair in dispute comes within the jurisdiction of a *tribunal d'arrondissement*, the *invitation* is issued by a *huissier* (bailliff), and is called a “*CITATION*.” It costs about five francs. If the two parties agree to go before the *juge*, then a *citation* is not necessary, and the complaining party is one dollar the richer.

**Conclusions.**—(See “Pleadings.”)

The *conclusions* correspond to pleadings in English law. When the lawyers on each side of an action have made their *conclusions*, issue is joined and the question in dispute ready for submission to the Court, when the *conclusions* are followed up by the *avocats* in what is called *plaidoirie*. The judges decide upon each of the *chefs*, or heads, of the *conclusions*, and are not allowed to express their opinion on points not raised by the *conclusions*, and the JUDGMENT relates to the different *conclusions* of the contending parties. In fact, a judgment is based on the *conclusions*, and often is nothing more nor less than a copy of some of them. Counsel (*avocats*) draw up or settle *conclusions*, or pleadings, in France as elsewhere. Some of the *conclusions* are called subsidiary, where the court is asked to give judgment, if not for the reasons named in

**Conclusions**—(*continued*).

preceding *conclusions*, at any rate for the reasons given in the subsidiary *conclusions*. Then also there are *conclusions* which are called *conclusions exceptionnelles*, when the court is asked to decide a point above and before all other questions are decided. But the different kind of *conclusions*, or pleadings, are not called by different names, as are to be found in the old English forms or nomenclature. In France the pleadings or *conclusions* are distinguished by their DATES. In any case, the *conclusions* in French practice have the same object as in America or England—viz., to narrow down the points of discussion so as to enable issue to be joined. The *conclusions* are drawn up in general practice by the solicitors, or *avoués*, though, as said above, counsel settle important cases. Upon the perspicacity of the *conclusions* depend very often the success of a suit. The *conclusions* commence with the words, “*Attendu que*,” &c. When issue is joined and the cause set down for trial, the counsel, or *avocats*, come on the scene, and then the *conclusions* which they hold in their respective *dossiers* resemble the brief in English practice. The arguments having been made verbally the *conclusions* are handed to the judge, who frames his judgment as a rule from the *conclusions* furnished him. It may be added that if the *assignation* may be considered as the complaint, the *constitution* is entering appearance. (See “Constitution of *Avoué*.”)

**Concordat**.—Agreement by which the creditors of a tradesman who has become bankrupt accord to their debtor a delay for deliberation and arrangement of his affairs. The *concordat* is also understood to be an agreement by which creditors release a debtor who has been declared insolvent of a portion of his indebtedness.

**Conscription**.—(See “Military Service,” “Forms.”)

**Conseillers**.—The members of the Court of Appeals (strictly speaking, *Cours d'Appel*) are called *conseillers*. So, also, in connection with the *Cour de Cassation* and *Cour des Comptes*.

**Conseil d'État**.—“The *conseil d'état*,” says Larousse, “is one of the oldest institutions which France possesses. Its organisation dates as far back as the time of Philippe le Bel. When Article 62 of the Ordinance of March 23, 1302, estab-



**Conseil d'État**—(*continued*).

lished a stationary parliament, and the place of holding parliament was fixed at Paris, this monarch found the necessity of having near his person a private council for expediting business. He chose, therefore, from parliament and among his lords men specially charged with carrying out the business of the kingdom, and the *conseil d'état* was constituted under the name of the high council (*haut conseil*). But as a matter of fact long before the fourteenth century is to be found the origin of what is known as the *conseil d'état*."

The *conseil d'état* in olden times was divided into two branches: one was called the *maîtres des requêtes*, and the other *conseillers d'état*. The *maîtres de requêtes* were also called *poursuivants du roi*. These *maîtres de requêtes* received the petitions from the people, and if the petitions were correct in form and meritorious in substance they were presented after examination to the *chancelier du sceau* (Chancellor of the Seal), and when this functionary had examined the *placet*, or petition, and altered it as he considered proper, the petition passed on for consideration to the *conseillers d'état*, and these *conseillers d'état* deliberated with the king in regard to the proposed measure. Thus you see the principle of the *conseil d'état* of to-day.

The *conseil d'état* of to-day is a body of eminent Frenchmen selected for their learning, skill, and influence for the high responsibilities of a state council, and these duties combine executive and consultative. A law passed in 1879 organised the *conseil d'état* as follows: President, the Keeper of the Seals (*garde des sceaux*), who at the same time is invariably Minister of Justice. Then there are thirty-two councillors (*service ordinaire*), and eighteen councillors (*service extraordinaire*), then there are thirty *maîtres de requêtes* (assistant councillors), a general secretary, thirty-six auditors, and a special secretary for disputes in connection with claims, &c.

The *conseil d'état* is not only in touch with the French Parliament but, to a certain extent, directs the policy of the Government—that is to say, the party charged with the administration of the Government. The *conseil d'état* decides upon state questions and measures proposed for legislation, submitted to it by the President of the Republic and by the Members of the Cabinet. From the *conseil d'état* emanate the decrees and *règlements d'administration publique*. The principle of a *conseil d'état* is one recognised in every civilised country. The names and titles only differ. The system adopted in France, and

**Conseil d'État**—(*continued*)

perfected by legislation in keeping with modern times, has many points to recommend it. The *conseil d'état* advises in connection with bills submitted by parliament for its consideration; also in connection with bills prepared by the Government; also in regard to proposed decrees; and generally the *conseil d'état* advises in connection with questions submitted to it by the President of the Republic and the Ministers. Matters relating to public administration of the Government come within the special scope of its duties.

**Conseil de Prefecture.**—The *conseil de préfecture* attends to claims made in connection with *contributions directes* (direct taxes), disputes concerning indemnities due by private citizens in connection with the establishment of railroads, canals, &c., elections of senators, &c. The law of July 22, 1889, regulates the powers of this council.

**Conseil de Prud'hommes.**—In many manufacturing towns in France there is, for settling disputes, a very useful institution called *conseil de prud'hommes*. This council may be called a "manufacturers' tribunal" for the sake of clearness. This institution began in Lyons by virtue of a decree in 1806, and these courts spread over various parts of France, and now number over 100. These tribunals are composed of manufacturers and workmen in equal proportions, and are never less than six, not inclusive of the president and vice-president. They are elected by proprietors of manufactories and by workmen having the necessary legal qualifications. Their functions are to settle disputes between manufacturers and their workmen, and this is done by way of *conciliation* or by hearing the parties and delivering judgment. When the amount involved does not exceed 200 francs, the decision of the *conseil de prud'hommes* is final. Over that amount an appeal lies.

There is an interesting feature about the *conseils de prud'hommes* which is worth studying in connection with French customs. This is the *prud'hommes pêcheurs*, or fishermen's court, which are to be seen in full working order at Toulon and Marseilles. Written documents—so dear to legal procedure—are conspicuous by their absence. A sort of policeman (*garde juré*) brings the defendant to "court." There both parties pay ten centimes respectively as the judges' "fees." The judges give their decision and the losing party has to pay there and then. If the "judgment" is not satisfied, then the fisher-

**Conseil de Prud'hommes**—(*continued*).

man has his boat and nets "attached" ("annexed" seems a better word). There is no appeal.

**Constitution d'Avoue.**—French law does not permit, as a rule, a party to an action at law to appear in person, except in commercial matters. The party to an action must choose an *avoué*. The *avoué* is a solicitor or lawyer who, as a rule, does not appear in court to plead—that is the specialty of an *avocat* or barrister.

**Consular Marriages.**—(See "Marriage—American Consular—British Consular.")

**Consulate General.**—(See "U.S. Consulate General.")

**Contractors.**—(See "Architects.")

**Contracts (Aleatory).**—An aleatory contract is a mutual agreement, of which the effects with respect both to the advantages and losses, whether to all the parties or to one or more of them depend on an uncertain event. (*Alea*, the Latin derivation, means chance.)

The following are aleatory contracts: The contract of assurance; bottomry bond; gaming and betting; the contract of life annuity. The assurance contract and a bottomry bond are governed by the laws of marine insurance.

**Contravention.**—A *contravention* is defined to be infraction of a law, of a contract, &c. The word is more generally applied to a class of petty misdemeanors which are dealt with by a police-court.

**Corners.**—To buy large quantities of provisions, *et cetera*, and hold them with the object of obtaining a high price arbitrarily is called *accaparement*. *Accaparement* was declared a capital offence by a decree of 1793, and this crime was extended to include even those who allow to perish or destroy provisions and merchandise of prime necessity. Among the articles specified in the decree referred to are bread, meat, wine, grains, flour, vegetables, fruit, butter, vinegar, coal, *et cetera*. The Penal Code prohibits *manceuvres* tending to bring about an advance or fall in price of provisions or merchandise over or below prices determined by natural and free competition in commerce. The

**Corners**—(continued).

punishment prescribed is imprisonment of from one month to one year or over and a fine of from 500 francs to 10,000 francs, besides police supervision lasting from two years to five years. In certain cases these punishments may be doubled.

**Corn Market** (*Bourse de Commerce*).—(See "Finance" and "Banking.")

**Costs.**—The Code of Civil Procedure declares that the party who is defeated shall be condemned in costs. The costs are called *dépens*, and are defined as the expenses caused by the suit. While the losing party has to pay the costs this is only a general rule. The Code of Civil Procedure goes on to say that the judges are allowed to *compenser*, that is to say, adjust the costs as a whole or in part, between husband and wife, ascendants and descendants, brothers and sisters, or relations of the same decree and also between the defendants. It should be mentioned that an *avoué* (solicitor) can apply for the costs to be paid over to him on the ground that he had made the most important advances of money in connection with the case. This is termed *distruction de dépens*. Quite the same etiquette is recognised in France as in America or England as to taxation of costs. No *avoué* would be flattered to have his costs taxed, but he cannot but acquiesce when his client demands it.

**Cour d'Appel.**—There are 26 *Cours d'Appel* in France. They do not always sit in the metropolis (*chef lieu*) of the department, but sometimes in the metropolis of the *arrondissement*. Thus in the Department of the Nord the *Cour d'Appel* sits at Douai and not at Lille. There is a peculiar feature about the *Cour d'Appel*, which strikes the American mind at once. This is the manner in which the *Président* is used. Each *Cour* has a *Premier Président*. In addressing this judge you must be careful and give him his title, which is *Monsieur le Premier Président*. Then each *Chambre* or Division of the *Cour* has a *Président*. In addition to this there are a number of judges who are called *conseillers*. In Paris there are as many as 52 *conseillers*. The *Présidents* and *conseillers* are appointed by the head of the Government, and hold their positions for life. The decisions of the *Cour d'Appel* are called *arrêts*.

**Cour de Cassation.**—This interesting court is the highest in France (*Tribunal des Conflits*, possibly excepted). It

**Cour de Cassation**—(continued).

**BREAKS** (*casser*) a decision of a lower court or **SUSTAINS** it. The *Cour de Cassation* NEVER MODIFIES a decision of a lower court. The *Cour de Cassation* is composed of 45 judges, called *conseillers*. There is one *Premier Président*, and three *Présidents de Chambre*. Attached to the *Cour de Cassation* are 60 *avocats* or lawyers who resemble in their functions (see "*Tribunal de Commerce*") an American attorney and counsellor at law. That is, they are solicitors (*avoués*) and barristers (*avocats*) at the same time. An *avocat à la Cour de Cassation* is also *avocat au conseil d'état*.

**Cour des Comptes.**—The *Cour des Comptes* is a court or corps of public auditors whose duty is to supervise the public funds. "The *Cour des Comptes*," says Dalloz, "is placed at the summit of the financial system of France."

**Courts.**—In France there is a Supreme Court of the country, corresponding to some extent to the U.S. Supreme Court, which is called the *Cour de Cassation*. There are, besides this, 26 Courts of Appeal (*Cours d'Appel*), 359 District Courts or Inferior (*Tribunaux de Première Instance*), 214 Tribunals of Commerce, and 2860 Courts of Justice of the Peace (*Justices de Paix*), and a certain number of tradesmen's courts (*conseils de prud'hommes*). There are as many Police Courts as *Justices'* Courts, but in those communes where there are two *juges de paix* and more, there is only one Police Court. Algeria has one Court of Appeal, nine District Courts, three Tribunals of Commerce, and 43 *juges de paix*. In the French Colonies there are six Courts of Appeal, 15 District Courts, and 32 *juges de paix*. (See "*Juge de Paix*," and "*Jurisdiction*.")

**Courts of Appeal.**—In France there are twenty-seven Courts of Appeal. They are located in the following cities: Paris, Aix, Lyon, Bordeaux, Montpellier, Rennes, Toulouse, Caen, Dijon, Rouen, Douai, Nancy, Nîmes, Riom, Besançon, Poitiers, Agen, Bourges, Amiens, Pau, Chambéry, Grenoble, Limoges, Angers, Bastia, Orléans, Alger.

Each Court of Appeal has jurisdiction over several departments. Paris comprises the Departments of Aube, Eure-et-Loire, Marne, Seine, Seine-et-Oise, Seine-et-Marne, Yonne. So that the judgments appealed from in each of these departments are taken to the Court of Appeal at Paris. So, in the following manner the following departments are comprised in the

**Courts of Appeal**—(*continued*).

Department of Dijon: Côte-d'Or, Haute-Marne, Saône-et-Loire. For Besançon there are: Doubs, Jura, Haute-Saône; Nîmes: Gard, Ardèche, Lozère, Vaucluse; Toulouse: Ariège, Tarn, Tarn-et-Garonne, Haute-Garonne; Bordeaux: Gironde, Charente, Dordogne; Montpellier: Hérault, Aude, Aveyron, Pyrénées-Orientales; Rennes: Ille-et-Vilaine, Côtes-du-Nord, Finistère, Morbihan, Loire-Inférieure; Grenoble: Isère, Hautes-Alpes, Drôme; Orléans: Loiret, Loir-et-Cher, Indre-et-Loire; Agen: Lot-et-Garonne, Lot, Gers; Angers: Maine-et-Loire, Mayenne, Sarthe; Nancy: Meurthe-et-Moselle, Meuse, Vosges-Ardenne; Douai: Nord, Pas-de-Calais; Pau: Hautes-Pyrénées, Basses-Pyrénées, Landes; Chambéry: Savoie, Haute-Savoie; Rouen: Seine-Inférieure, Eure; Amiens: Somme, Aisne, Oise; Poitiers: Vienne, Charente-Inférieure, Deux-Sèvres, Vendée; Limoges: Haute-Vienne, Creuse, Corrèze; Caen: Calvados, Manche, Orne; Bourges: Cher, Nièvre, Indre; Bastia: Corse; Lyon: Rhône, Ain, Loire; Riom: Puy-de-Dôme, Allier, Cantal, Haute-Loire; Aix: Basses-Alpes, Alpes-Maritimes, Bouches-du-Rhône, Var.

**Courts (Jurisdiction of).**—An important point for foreigners to take notice of is that a foreigner, even when not resident in France, can be cited before the French Tribunals to carry out obligations contracted by him in France with a Frenchman. A foreigner can be brought before French Courts for obligations which he has contracted abroad with a Frenchman. A Frenchman can be brought before a French Court in regard to obligations contracted by him abroad, even with a foreigner. It must be noted that a foreigner—and for the purposes of this book an American or Englishman—cannot sue unless he first makes a deposit (*caution*) in money as security for the payment of damages and costs which may result from such suit. This rule is relaxed in cases where the foreigner possesses real estate in France of sufficient value to guarantee the payment of said damages and costs.

**Credit Foncier.**—(See “Finance” and “Banking,” and “Financial.”)

**Credit, Letters of.**—(See “Finance” and “Banking.”)

**Credit Lyonnais.**—(See “Financial.”)

**Creditors (Privileged).**—Although the term “privilege” is well known to American and English law it does not occupy the same position in Anglo-Saxon jurisprudence as under the French Civil Code. It is to be traced directly to the Roman or Civil Law. The Civil Code thus defines “Privilege”: “The privilege is a right that credit bestows upon the creditor to be **PREFERRED** before other creditors even mortgagors.” First of all comes the Public Treasury as a preferred creditor. But this is only the case when a third person has not acquired a prior right to the Treasury in point of view of time. Otherwise leaving the Treasury out of the question for the moment the privileged or prior debts which must be paid out of the personalty are: Law expenses; funeral expenses; expenses connected with the last illness. This disposes of the privileged creditors in an estate where there has been a death of the debtor.

Then come other and general preferred creditors: viz., the salaries of servants for not only a year past but for the current year when such is owing; what is furnished in the way of subsistence to a debtor and his family by retail merchants for the last six months. [This means such persons as bakers, butchers and the like who have given credit to another. In the case of wholesale dealers and proprietors of boarding houses the preference lasts for the last year.]

There are privileges in connection with certain personalty. Such are: the rents of realty over the crops of the year and the price of all which furnishes a house which is leased or a farm and all which serves for working the farm. Here a distinction must be made between contracts before a notary (*acte authentique*) and an ordinary private contract. If made before a notary the privilege runs for all the past period and one year's additional rent. If the contract is under private seal, then, in order to preclude collusion and fraud as between lessor and lessee, the privilege runs for two years in the past and one year in the future. In these two cases the other creditors have the right to lease again the house or farm for the remainder of the term of the lease and to profit by the rents accruing therefrom, although they are bound to pay the proprietor what is due. In case the lease is not entered into before a notary, or is made in the ordinary way by the two parties but without a fixed date, the privilege is for the year dating from the expiration of the current year.

A proprietor can distrain on the furniture which furnishes his house or his farm when it has been moved away **WITHOUT**

**Creditors (Privileged)**—(continued).

HIS CONSENT, and he preserves over it his privilege provided he has made his claim; that is to say, in case of a farm within a delay of forty days, and in case of furniture furnishing a house, a delay of fifteen days. Privileged credits are also exercised over the credit arising from a pawn; the expenses consequent on preserving a thing in good order; the price of furniture not paid provided it is still in the possession of the debtor; the debts contracted with a hotel-keeper have the privilege of payment as to the baggage, &c., of the person who has been living at the hotel in question, and who has taken his baggage with him at such hotel; the dues of a common carrier over the thing transported; the guaranty deposited by public officers for the faithful performance of their duties.

Privileges over real property are: on the part of the seller over the property sold for the payment of the price of the sale; those who have furnished the purchase price for real estate; architects, contractors, masons, and other workmen employed in putting up or repairing a building, or canals, &c. Those who have furnished money to pay or reimburse workmen enjoy the same privilege last-mentioned on certain prescribed proofs of same. Privileges as regards real estate should be registered (in *Bureau des Hypothèques*) so as to give public notice of the claim. The exception to this is in regard to the first five classes mentioned under the heading of "Privileged Creditors." Those creditors to whom the preceding provisions of the code apply rank according to the order named. Those in the same rank share on equal terms the privileges accorded by the code.

**WORKMEN.—PREFERRED CREDITORS.**

By the law of March 4, 1899, the salary of workmen directly employed by a debtor (who seeks judicial liquidation) during the three months which precede the opening of the judicial liquidation or bankruptcy is admitted to the number of privileged or preferred creditors, and takes the same rank as the privilege established by Article 2101 of the Civil Code dealing with the salaries of servants.

**CLERKS ARE PREFERRED CREDITORS.**

The clerks in the employment of a trader who seeks judicial liquidation or is bankrupt are considered as preferred creditors in respect to their salaries for the six months preceding the judgment (*déclaratif*).



**Cr  e.**—A *cr  e* is a sale by public auction. It is a *vente cr  e*, or proclaimed by a court bailiff. The term is applied to sales by public auction under order of court in execution of a judgment. In Paris there is a special place for these sales—at the *Palais de Justice*.

**Cruelty to Animals.**—(See “Animals.”)

**Customs.**—The customs of France have great weight in many cases. The codes are the result of customs (*coutumes*) in France (see “Codes”). The customs dominating certain parts of France still have an enormous influence in guiding the Bench as to the interpretation of the codes. There are customs (*usages*) which are followed in many cases, which the codes recognise, and the student of the Civil Code will not fail to notice the frequency of the allusions in this respect. Disputes as to what really were the customs (*usages*) in vogue in France led the Minister of Justice in 1852 to address an inquiry to the *juges de paix* for the results of their experience on the question. These customs are voluminous and need not be quoted at length. Without entering into the question of what are all the customs which obtain in France or in various parts of France, it may be stated that the various articles in this volume recognise the customs of the place wherever practicable, although they may be referred to as *quasi* law. To the mind of any one who seeks practical information as to the distinction between law and custom, it is not of primary importance to enter into the profound study of different questions under this head. It will, no doubt, be considered sufficient to know what such and such a person is bound to perform under such and such given circumstances.

**Death.**—As soon as a person dies in France a declaration to this effect should be made immediately at the *Mairie* (mayor's office) by a member of the family of the deceased or other person delegated so to do. The official at the mayor's office must then be told as much as possible concerning the civil position (*  tat civil*) of the deceased and how he died. A letter is then sent by the official referred to to the medical officer of the quarter in which the person has died. No burial can take place without the authority of the mayor or *officier de l'  tat civil*. The medical officer, after satisfying himself of the death and cause of death of the deceased, then gives a certificate to the family of the deceased. The family then go to the *bureau des d  c  s* with the certificate in question. The death certificate is issued on the

**Death**—(continued).

strength of the declaration of two witnesses—two relations if possible—otherwise two other persons living where the decease took place. No burial can take place in France until at least twenty-four hours have elapsed, except in cases of epidemics or contagious disease. In case of violent death or death under suspicious circumstances, the police must be informed, when an inquiry is commenced, corresponding in effect to the American or English coroner's inquest, only without a jury. The undertakers are under state control, and the service is called that of the *pompes funèbres*.

**Death (or Succession) Duties.**

For Tariff of Succession Duties under the law of February 25, 1901, see opposite page.

Taxes on account of the mutations of property or life interest by reason of a death must be paid at the *enregistrement* office for the place where the property is situated. In case of personalty the taxes are paid at the *enregistrement* office in the *arrondissement* where the property was left at the time of the death of the late owner. Revenues and other personalty of a like nature not included in the above must be declared at the *enregistrement* office of the deceased. Succession declarations must be made on forms printed and supplied gratuitously by the administration.

**Death of an American Citizen in France.**—  
(See "U.S. Consulate General.")

**Death in an Hotel.**—Death in an hotel or furnished apartment is supposed to cause a loss or prejudice to the proprietor of the hotel. In cases of long or lingering illness preceding the decease or in cases of epidemic or contagious diseases necessitating disinfection and other sanitary measures there is naturally a loss of money which should be indemnified. But in France there is what might be termed a moral loss by a death in a house referred to. It is the custom therefore to charge the estate a certain sum for this *dérangement* as it is called. Upon what this moral prejudice is based it is sometimes difficult to say. It varies very much. The number of rooms occupied; articles damaged, &c. The sum is often between 200 francs and 800 francs. The person who has to pay often complains of this amount. His redress is, of course, the court. But in going to law in cases of this kind there is a very important

TARIFF OF SUCCESSION DUTIES UNDER THE LAW OF FEBRUARY 25, 1901.

Degrees of Relationship.	From 0 fr. to 2000 fr.	From 2001 fr. to 10,000 fr.	From 10,001 fr. to 50,000 fr.	From 50,001 fr. to 100,000 fr.	From 100,001 fr. to 250,000 fr.	From 250,001 fr. to 500,000 fr.	From 500,001 fr. to 1,000,000 fr.	Over 1,000,000 fr.
Direct line . . . . .	per cent. 1·00	per cent. 1·25	per cent. 1·50	per cent. 1·75	per cent. 2·00	per cent. 2·50	per cent. 2·50	per cent. 2·50
Between husband and wife . . . . .	3·75	4·00	4·50	5·00	5·50	6·00	6·50	7·00
Between brother and sister . . . . .	8·50	9·00	9·50	10·00	10·50	11·00	11·50	12·00
Between uncles or aunts and nephews or nieces . . . . .	10·00	10·50	11·00	11·50	12·00	12·50	13·00	13·50
Between great uncles or great aunts, great nephews or great nieces, and between first cousins . . . . .	12·00	12·50	13·00	13·50	14·00	14·50	15·00	15·50
Between relations of the 5th and 6th degree . . . . .	14·00	14·50	15·00	15·50	16·00	16·50	17·00	17·50
Between relations beyond the 6th de- gree and persons not relations . . . . .	15·00	15·50	16·00	16·50	17·00	17·50	18·00	18·50

**Death in an Hotel**—(*continued*).

point to bear in mind. This is that the deceased generally leaves money or valuables or property of some kind in his *hôtel* or furnished *appartement* upon which the landlord has a lien (*nantissement*). He can get his indemnity out of this property if the court awards damages and the person sued or suing declines to pay.

To guard against loss the *juge de paix* should be notified and all the trunks and boxes, &c., sealed with the official seals of office. If this property is not claimed by the heirs within six months and the seals removed (*levés*) the hotel proprietor may demand that they be sold to reimburse him for anything that may be owing. In all cases of death in an *hôtel* or, in fact, all cases where a foreigner has died in France the Consul of the country to which the deceased belongs should be communicated with at once. The *commissaire* of police, however, will be most likely to do this in any case. (See article on "United States Consul"; "Funerals.")

**Death. Period of Mourning.**—The following are the customary periods for wearing full mourning in Paris: widower or widow, one year: father, mother, father-in-law or mother-in-law, nine months: child, son-in-law, daughter-in-law, grandparents, brother, sister, brother-in-law, sister-in-law, six months. Half-mourning is worn as follows: widower, widow, nine months; father, mother, father-in-law, mother-in-law, six months; other members of the family, three months.

**Death.**—(See "Funeral.")

**Deceased Wife's Sister.**—Marriage with a deceased wife's sister is not allowed by French law. So that not only are brothers and sisters prohibited from marrying but their relatives (*alliés*) in the same degree. But the President of the Republic can give dispensation for serious reasons.

**Decisions.**—The American or English reader will, no doubt, remark *how little* attention is paid in these pages, to DECISIONS OF THE LAW COURTS. I have cited, here and there, a few decisions to illustrate the tendency of the interpreters of the law in France to apply the law in a much more liberal spirit than seems to have always been the case. But the decisions of French courts in France are of *little weight* and are *not binding* as precedents are with us.

**Decisions**—(continued).

I remember reading somewhere in those marvellous essays of Ralph Waldo Emerson some very sarcastic remarks about law. The great essayist criticises law as a slavish adherence to precedence. This criticism would not be applicable in France. In theory free decisions without reference to former decisions would seem to have much in its favour, but it gives no certainty as to how the court will interpret the code.

A judge must give judgment between parties to a suit. But there his functions cease. He is forbidden to go further than that, that is to say, explains Colmet de Santerre, "to lay down principles for the future which would be applicable in all cases similar to that in which he has given judgment, for to do so he would be encroaching on the prerogatives of the legislator." This principle rests upon Article 5 of the Civil Code: "Judges are not allowed to decide cases submitted to them by way of general and settled decisions." The decisions of the Court of Cassation, however, have great weight. (See "Lois Usuelles," "Code.")

**Defendant.**—The defendant is called in French law the *défendeur*.

**Delais.**—French law calls *délai* the interval allowed to reply, &c., or appear in answer to a process, &c. So that when you receive a summons (*assignation*) it may be as well to know whether the time given you to appear, &c., is legal. (See "Time," "Appeal.")

**Délit.**—A *délit* is a misdemeanour, but something more serious than what is known in America or England as a "misdemeanour."

**Denier à Dieu.**—The *denier à dieu* is earnest-money which is given to a *concierge* in advance to bind the bargain in regard to an apartment or room, &c., or to a domestic servant to bind the bargain arranged as to engagement of service. The *denier à dieu* is a kind of *arrhea* (which see).

**Dentists.**—(See "Professions" and "Statute of Limitations," "Professional Secrets.")

**Deposit.**—A deposit (*dépôt*) carries interest in favour of the person with whom the deposit is made. Thus a lessee pays a

**Deposit**—(continued).

deposit of 500 francs to the proprietor as security for payment of the rent. That deposit belongs to the lessee, of course, but the interest which the proprietor may draw during the currency of the lease belongs to the proprietor or landlord. As a matter of principal this usage or custom is thoroughly unjustifiable. The deposit is not paid over to the proprietor except on contingency, and that contingency is the non-payment of rent. Until there is non-payment the proprietor is only the depositary, and the deposit not being his the increment is not his. Nevertheless by a custom, in Paris, the interest belongs to the proprietor, and this custom is tantamount to law. So, also, the deposit paid the gas companies, while belonging to the payor remains, as to him, bare and denuded of any interest which the company may derive during the currency of the deposit. It is not advisable to dispute a custom in France unless one finds a certain satisfaction in establishing one way or another whether such and such a custom is recognised in France with all the force of a law. In the present case the custom seems to be well recognised, although Frenchmen complain very bitterly as to such an illogical state of *customs* in their own country. (See also "Customs.") YOU CANNOT CLAIM INTEREST UNLESS THIS HAS BEEN CLEARLY STIPULATED AND, MORE THAN THAT, STIPULATED IN WRITING. (See "Interest.")

**Disguises.**—Publicly wearing clothing belonging to another sex, wearing uniforms, medals, decorations, &c., without being entitled to them, &c., is specially provided for by the Penal Code, which declares in Article 259 every person who shall have PUBLICLY worn a costume, a uniform, or a decoration which does not belong to him shall be punished by imprisonment for from six months to two years. For false titles the punishment is more severe. Whoever without having the right and with the object of assuming an *honorary distinction*, shall have publicly taken a *title*, or changed or altered or modified the *name* by which he is known in the documents setting out his civil status, shall be punished by a fine of from 500 francs to 10,000 francs. The court can order the judgment to be inserted in the papers and shall order the sentence to be recorded on all the *actes authentiques* and documents describing the offender's civil status. It is, of course, allowed on *Mardi Gras* (Shrove Tuesday) and *Mi-Carême* (Mid-Lent) to walk in the streets and cafés, &c., in disguise.

**Disinfection (of Hides).**—In exporting from France to the United States fresh and moist hides of neat cattle care must be taken to have them properly disinfected before leaving France. This is done by immersion in a 5 per cent. solution of carbonic acid or a one to one thousand solution of bichloride of mercury. Dry hides which have been salted or arsenic cured do not require disinfection. This disinfection must be personally superintended by some responsible person and a consular certificate must be obtained referring to the shipment covered by such and such an invoice, and the shipper must declare to the best of his knowledge and belief said hides are free from contagion and will not tend to the introduction or spread of any contagious or infectious disease among the cattle of the United States. (For form of this declaration, see "Forms.")

**Disinfection (of Houses, &c.).**—A house or apartment must be thoroughly disinfected before a tenant enters into possession if there has been previously any infectious disease in said house or apartment. In case this is not done the lessee has the right to demand cancellation of the lease.

**Disinfection of Rags.**—Rags must be disinfected before being imported into the United States. This is done with sulphur. The rags are placed on latticed shelves in layers of about three inches in height. About three kilos of sulphur are used for an ordinary fumigation. The process of fumigation lasts for six consecutive hours. The United States Consulate authorities must be satisfied as to these details before granting the necessary certificate.

**Divorce.**—Divorce is only allowed for one of three causes: adultery on the part of the husband or the wife; violence, cruelty, or insults; and the sentencing of either party to death, transportation, penal servitude, &c. Collusion in applications for divorce is fatal to obtaining a judgment. The interpretation of the word *excès, sévices ou injures graves*, which means violence, cruelty, or insults is left entirely to the court to decide. These causes may be considered as very elastic.

*Excès* means every kind of violence or attempt of such a kind as to put in peril the existence, even, of the one who is the victim.

*Sévices* means brutality or cruelty which, without imperilling the life of one of the parties, yet makes life hateful and insupportable.

**Divorce—(continued).**

*Injures graves* means all words or writings or acts which tend to diminish conjugal respect and honour on the part of the one morally injured.

These three causes constitute three degrees of violence. The first is of the worst kind; the second less dangerous but still serious; while the third is rather a moral injury. Instances of *sérvices* are where a wife violently struck her husband, spat in his face and called him "idiot"; where a husband struck his wife in retaliation for one from her; where physicians testified that on three occasions they had found bruises on the wife which were the effects of blows from her husband; where a husband insulted and ill-treated his wife during pregnancy; where a husband locked up his wife in a room.

Examples of *injures graves* constitute a very great number of causes for divorce. Thus, abandonment of the conjugal roof; refusal to consummate marriage or render the conjugal duty; communicating a venereal disease; refusal of aid, protection, and obedience; words which wound the feelings of a spouse; acts which intend to show disdain. In the latter case there are many elements to be taken into consideration, such as the publicity of the *injure*, its repetition, continuity, accent, &c. Then among other causes may be cited jealousy, drunkenness, &c.

The most striking feature about divorce cases in France, from an Anglo-Saxon's point of view, is probably the fact that the evidence is not allowed to be published under a penalty of from 100 to 2000 francs fine. Thus, divorces are obtained without any publicity whatever as to the causes which led up to them. This does not prevent the fact being made public that the divorce has been granted. On the contrary, notice is made obligatory.

**SIMPLE UNDER CERTAIN CONDITIONS.**

Divorce between foreigners in France is very simple provided that both parties agree to abide by the decision of the French Court. In other words, not blocking the proceedings by objecting to the jurisdiction of the court. If one of the parties objects there is a difficulty. The party seeking the divorce has to show that in his own country there is no court having jurisdiction over his case. This may be shown by the party in question having changed his domicile. (See "Domicile.") In case the party applying for divorce is a French citizen the case is clear so far as jurisdiction is concerned. In those cases where the law provides for divorce the same applies for separation.



**Divorce**—(continued).

But it should be understood that in the case of a separation either of the parties may at the end of three years demand that the separation be converted into divorce.

**CO-RESPONDENT BARRED.**

A divorced person cannot marry the co-respondent. The steps to obtain a divorce laid down in the code may be summarised: The party seeking divorce has an audience with the judge which is private; the parties are then summoned to the judge where the latter tries to arrange the difficulty; the defendant need not appear in any subsequent stage of the proceedings. The petitioner then obtains authority to summon the defendant before the court. This must be done within twenty days. If the case is not clear witnesses may be summoned, the only witnesses not allowed to testify are the children and grandchildren of the parties. The petition is then granted or refused as the case may be. If either party appeals this must be done within a period of six months. Judgment is then published in the official legal papers and a notice placed on the notice boards of the auditorium of the Civil Courts and Tribunal of Commerce of the *arrondissement* and in the *chambres* of the *avocats* and *avoués*. The divorce having been pronounced each party may take back property which belongs to them. The marriage contract, if there were any, is dissolved when divorce is pronounced. The parties, after divorce has been pronounced, cannot marry each other again if one or other of them has, after this divorce has been pronounced, contracted a new marriage followed by divorce. In case of the uniting of the original married couple another celebration must be held. The married couple thus united cannot adopt any "system" as regards their property than that originally adopted when they were married for the first time. When once re-married the couple in question cannot obtain another divorce under any circumstances except the condemnation of one or other of them to a degrading term of imprisonment. A divorced woman cannot marry again until after ten months after divorce has been definitely pronounced.

**ADULTERY A CRIME.**

There is a peculiar feature of the French law in regard to adultery. Adultery is a crime and is punishable by imprisonment. A husband (and only he) can denounce his wife for adultery. If the offence is proved the wife may be condemned

**Divorce**—(*continued*).

to imprisonment for a period of from three months to two years. The paramour of the wife is sent to prison for the same space of time, and is fined from 100 francs to 2000 francs. A *foreigner* can have his wife punished by imprisonment under given circumstances *in the same way as a Frenchman*. In a celebrated case decided by the Court of Cassation on May 17, 1900, adultery committed in France by a foreigner is a crime, and the French Tribunals are competent to deal with the matter. The husband cannot be prosecuted criminally for adultery *unless* he committed the offence in his own house, the residence of his wife. If found guilty the punishment is a fine of from 100 to 2000 francs. Bigamy is punished by penal servitude. It may be added that the murder of the wife and her paramour by the husband at the time of finding them *in flagrante delicto* in the conjugal house is excusable.

**Divorce**.—(See "Separation.")

**Docteur en Droit**.—An American or Englishman is often struck by the number of "LL.D.s" in France. Apart from other explanations for this there is one special cause, and that is the *partial* exemption which this and similar degrees confers from military service. (See "Military Service.") If the degree of LL.D. is not obtained at 27 years of age the candidate has to return to the army and serve two years more. The Socialistic Bill now (1902) before the French Parliament has for its object to oblige all Frenchmen without exception to serve for TWO YEARS.

**Doctors**.—(See "Professions" and "Statute of Limitations," "Professional Secrets.")

**Domicile**.—DISTINCTION BETWEEN "DOMICILE" AND "RESIDENCE."

The word *domicile* is used in French to designate two different ideas. *Domicile* is used to mean "residence" as in the requirement for six months' continuous residence in the same "domicile" before marriage; again a person *sans domicile* is a vagabond; and again violation *du domicile d'un citoyen*. In these cases the idea is simply "residence." This is the sense in which the police use the word. There is another signification, however, given to the French word *domicile* which refers to the political status of an individual. It is in this latter sense that the following remarks apply.

**Domicile**—(continued).

What is the domicile of a person? The question is a wide one and can only be answered here briefly in connection with France and French law on the subject.

The *domicile* of every Frenchman is (as far as his civil rights are concerned) the place where he has his principal *établissement* (headquarters or principal place of business).

"RESIDENCE," on the contrary, applies to the place where a Frenchman LIVES FOR A TIME and WITHOUT THE INTENTION OF SETTLING THERE ALTOGETHER. So, a man can have, for instance, his *domicile* in Paris and his *residence* at Biarritz.

To show a change of domicile an actual change of residence must be joined to an intention to change his PRINCIPAL residence. Children and wives have the same domicile as their father and husband respectively. Servants and employés generally, if they have attained their majority, have the same domicile as their employer. But for the purposes of serving legal notices, &c., one can elect domicile, as, for instance, at his office or the office of his lawyer.

Domicile is always a question of FACT and INTENTION. To establish domicile both these elements must be clearly prov'd. A foreigner who shall have been *authorised by decree* to fix his legal domicile in France shall enjoy ALL *French civil rights*.

The effect of this authorisation shall cease at the expiration of five years unless the foreigner shall demand naturalisation, or if having made this demand the same shall not be granted. In case of death before naturalisation the authorisation mentioned shall accrue to the profit of the wife and minor children. (See "Passports," "Majority," and "Frenchmen.")

**ADMISSION TO DOMICILE.**

"Admission to domicile," said Mr. Treitt, in his report to the British Ambassador to Paris, "does not abrogate the status of alien, but it confers on children born in France of foreign parents the right on reaching their majority to assert the status of Frenchmen without further formality than to submit to the dispensation of French laws, such as recruiting service, &c., according to the Ninth Article of the Code Napoléon. Aliens admitted to domicile enjoy all civil rights: such are the formal terms in the Thirteenth Article of the Code Napoléon; it results that even before the law of July 14, 1819, the alien who is domiciliated is in a position to receive, to dispose of property, &c.; as a Frenchman he can take out proceedings in justice without being subject to the surety *judicatum solvi*.

**Domicile**—(continued).

He is admitted to transferring his property to his creditors, thereby liberating himself from all his debts. . . . To be brief, the domiciliated alien, except in political rights enjoys the same civil rights as a denizen; nevertheless, as he is always an alien, he cannot be a witness in certain authenticated acts, or be arbiter, since arbitrage is a jurisdiction." This domicile, under the Thirteenth Article of the code does not confer political rights. Naturalisation does this. Therefore an American who is domiciliated in France does not thereby lose his political rights as a citizen of the United States.

**DOMICILE FOR PURPOSE OF MARRIAGE.**

For purposes of marriage the domicile of the woman consists in six months' continual habitation in the same commune. In the *certificat de domicile*, in connection with marriage, it is necessary to state that the person, in whose *arrondissement* the ceremony is to take place, has been there for six consecutive months. (See "Marriage.")

**Double Emploi.**—Paying for a thing twice over is called *double emploi*.

**Dressmakers.**—A dressmaker must make the dress fit and satisfy the customer in that respect. A person who is attracted by the renown for elegance and good taste of Paris dressmakers, and who applies to one of the dressmakers who contribute to this renown, has the right to expect that she will have, on paying the price, her clothes cut in the prevailing fashion and fitting her in an elegant manner. It follows from this that she has the right to refuse garments which are not in fashion, and which cannot be made acceptable by being refitted and made over again. A case in point is worth quoting from the *Gazette du Palais* of July 10, 1901. Madame Gianacelis, of Cairo, Egypt, made a trip to Paris with her husband. Profiting by her visit to the French capital she ordered dresses of a Parisian dressmaker in the Avenue de l'Opéra, the entire order amounting to 3395 francs. The first fitting was duly held, and the couple then left Paris for Aix-les-Bains, where the dresses were to be delivered. One dress was sent to Madame Gianacelis, but was immediately returned, with specific directions as to how the dress should be cut. The customer, at the same time, took the trouble to send one of her own skirts as a model, and laid down strict orders that her

**Dressmakers—(continued).**

directions must be followed. At the same time the dressmaker was desired to be expeditious as the customer intended to leave Aix-les-Bains in a short time. The dressmaker was also desired to return the skirt sent as a model after having taken the measurements. Several days after this an employée of the dressmaker was sent to Aix-les-Bains with the dresses ordered. But after trying on the garments the entire order was sent back to the Paris dressmaker with the necessary modifications indicated by pinning the garments, so as to indicate the desired fit. Several days went by until, finally, Madame Gianacis, wearied of all this tiresome comedy, wrote to the dressmaker that she refused to take any of the goods, which were adapted only for the summer, not only because the season was now passed, but because the clothes did not fit her, and stating that it was now useless to try to rearrange them. There were some other dresses which were not specially intended for the summer. These Madame Gianacis stated that she would receive after having been properly changed according to her indications. The dressmaker, however, immediately sent the entire order, together with the bill, to his customer, who, not paying, became immediately subjected to a *saisie foraine*, which was granted by the *juge de paix*, of Aix. In order that her entire wardrobe might not be attached, Madame Gianacis paid over the 3395 francs to the *huissier*, and immediately left Aix. The court held that the customer had a perfect right to complain of the delays and difficulties caused by the numerous imperfections in the garments ordered, of which not one single dress had fitted in the first instance. In engaging a dressmaker of known reputation one had the right not to experience the mistakes likely to be experienced in the case of employing an unskilful dressmaker. In spite of the changes made by the dressmaker, the garments remained unsatisfactory—even after the customer had done all she could to indicate what was required—even sending one of her skirts as a model to guide the dressmaker in his work.

(*Saisie foraine.*) In regard to the levying upon the property of Madame Gianacis, this was done in a COMMUNE WHICH THE CREDITOR DID NOT LIVE IN. The attachment was bad in form, and more than that, the dressmaker had no right to enforce the payment for dresses re-made, and, as he was not a creditor in the proper signification of the term, he had no right to attach the private property of Madame Gianacis.

Now, as the conduct of the dressmaker throughout—both in

**Dressmakers—**(*continued*).

the way of badly performing his work, and delaying, and then attaching the property of his client who was only stopping in the hotel where the attachment was made—was prejudicial to Madame Gianaclis from a moral point of view, and so vexatious that she had been obliged to pay over the sum claimed to the *huissier* to enable her to be left in tranquillity, and in fact the whole journey of the dressmaker's customer had been spoiled and time had been lost; therefore the court refused to sustain the dressmaker in his claim; made the *huissier* pay back the 3395 francs; condemned the dressmaker to pay Madame Gianaclis 200 francs for damages, and, further than that, pay all the costs of the legal proceedings connected with the case.

In connection with this case the *Gazette du Palais* remarks, "It is certain that he who gives an order (at a considerable price and much greater than the price of the stuff and value of the work) for garments to an important Parisian dressmaker, understands that he is paying especially for the elegance of the costume, which is, to a certain extent, guaranteed by the fame of the dressmaker. If the garment is not elegant and not in fashion the conditions of the contract have not been fulfilled, and in terms of Article 1184 of the Civil Code (of which the decision reported is a proper example) the contract must be cancelled and damages awarded to the customer." The article of the Code referred to provides that where one of the parties to a contract fails to carry out his part the other party can either compel specific performance, when such is possible, or cancellation of the contract with damages. (See "Shopping," "Sale.")

**Drunkenness.**—So rare is drunkenness in France that legislation on the subject is rather meagre. Drunkenness in public may be simply occasional (*ivresse*), or habitual (*ivrognerie*). The Law of 1871 declares that those who are found in a state of drunkenness in the streets, roads, squares, *cafés*, taverns, or other public places shall be punished by a fine of from one to five francs. The two essential points to prove in such cases is that the person was manifestly drunk (*ivresse manifeste*) and that it was in a public place. "Manifest" drunkenness is such as to make a public scandal. So drunkenness in one's own house, or habitation, is not public drunkenness. On the other hand, drunkenness in a public place is sufficient, and it is not necessary to prove that there was a number of persons

**Drunkenness**—(*continued*).

("public") to witness the act. The punishment is a fine, but if the offence is repeated, then imprisonment is used as a punishment and deterrent. Lastly, a fine coupled with imprisonment. What is connected with public drunkenness very often is noisy and turbulent conduct. The Penal Code declares that those who are guilty of, or who are aiders and abettors of, brawling, or insulting cries, or disturbances at night so as to interfere with other's tranquillity, are punishable by a fine of from eleven to fifteen francs. Not only are those who become drunk punished for the offence, but barkeepers, &c., who furnish drink to those who are manifestly intoxicated already, are fined from one to five francs. The same fine is meted out to those who serve drink to minors under sixteen years of age. Habitual drunkenness may be the cause of separation or divorce, as it is considered an *injure grave*. So also for this cause the father's authority (*puissance paternelle*) may be withdrawn, on the ground of the bad example to his children. As to drunkenness rendering a man incapable of entering into a contract, there is nothing in the Civil Code laying down a man's incapacity in this respect, but the courts do not hold the contract of one not able to understand its nature as valid. The Court of Cassation has declared that every contract vitiated by a state or condition of drunkenness of either of the parties to the contract is susceptible of ratification. It is not necessary that the drunkenness be complete. It is sufficient to vitiate a contract if it is such as to cloud the mind. There are a number of customs of France (*coutumes de France*) which allow one to retract within twenty-four hours all contracts made in a public-house.

**Ducroît.**—*Ducroît (del credere)* is the agreement by which a commission agent agrees to be responsible for the solvency of a third party.

**Effet de Commerce.**—An *effet de commerce* is commercial paper, a bill of exchange, promissory note, *et cetera* (which see).

**Écritures privées.**—Those books of commerce and registers and private or domestic papers which do not enter into business or public life are termed *écritures privées*.

**Emancipation.**—The Civil Code defines majority as fixed at the age of twenty-one, when both sexes can do and perform

**Emancipation**—(*continued*).

all "civil acts," with the exception of those which are affected by the special provisions of the laws relating to marriage. (See "Marriage.") But there are two ways of attaining what might be called "artificial majority"—that is emancipation. Now emancipation may take place by the mere act of marriage, which confers, without any formality whatsoever and by simple operation of law, all the rights flowing from emancipation, or emancipation may be conferred by a father upon his minor child. Should the father be dead, or incapable of acting by reason of being *non compos mentis*, or *interdit*, or absent, then the mother steps in and should she be incapable of acting the family council, or *conseil de famille*, becomes clothed with this power. The father or mother may emancipate a minor of fifteen years of age, but a *conseil de famille* is not supposed to be so capable of judging the case as a parent, and cannot emancipate until the minor is fully eighteen years of age.

I have pointed out that the emancipated minor can perform all "civil acts." While this is so emancipation does not confer all the rights of *majority*. An emancipated person cannot deal with his property in the same way as he could at majority. Thus, he can administer his estate, so far as receiving the revenues thereof are concerned; he can lease for short terms not exceeding nine years; but to transfer property and deal with his estate in the more serious and important capacities he must have a curator appointed by the family council. Thus at every step, in France, the law protects the family estate as far as possible, and protects also youth from itself and enforces counsel and deliberation for the preservation of material wealth so far as possible.

It is sometimes asked whether military service emancipates the young soldier. And this question is sometimes even asked in connection with the navy. At first sight a young man sometimes imagines that because he is a soldier, or a naval cadet, he is, by this mere fact, emancipated—that is, allowed the privileges of majority even when a minor. The law of France, however, does not accord the privilege of emancipation under these circumstances. The law allows a minor, at eighteen years of age, to leave the paternal roof and serve his country. But the liberty of the minor is limited to this privilege. All the disabilities of minority remain in regard to property, and there is no emancipation resulting from the military service referred to.



**Eminent domain.**—The right of eminent domain is recognised in France, and when the state decides to appropriate land for the use of the public, the Court of Assessors is authorised to value the property in much the same manner as in the United States. No one can be dispossessed of his property in France unless for the public weal, and after having received just and adequate indemnity in advance. The assessors are called the *jury d'expropriation*, and its powers are regulated by the law of May 3, 1841.

**Employes.**—An *employé* is not a servant. Librarians, secretaries, salesmen, clerks of notaries, *avoués*, bailiffs, students in pharmacy—in fact, any one *who exercises in the employment of another what is called and recognised as a liberal art*, even if lodged and boarded by the employer—such persons are not “domestics” in the eyes of French law. (Actors and actresses are not “domestics.”)

The engagement of artists has the character of an industry and not of domestic service. (See “Artists.”)

**Enregistrement.**—An American or Englishman must not think that what is called *enregistrement* has anything to do with what we call “registration,” for it simply means a *tax*, and this tax is a mere fiscal arrangement and has no value so far as the person paying it is concerned, except that the payment of the *droit d'enregistrement* fixes the date of the *acte* upon which the duty is paid. These *droits d'enregistrement* should be paid as soon as possible, and certainly before the expiration of the time limited for the same. This period allowed by the law within which to pay the *droit* is called a *délai*, though, properly speaking, as soon as the duty is payable, the person who has to pay it (*contribuable*) is a debtor to the treasury to that amount. These *délais* are as follows: For *actes* of *huissiers* (bailiffs), and also commissaries of police, as well as *commissaires-priseurs* (auctioneers), four days; *actes* of notaries who are resident in the commune, ten days; *actes* of notaries not resident in the commune, fifteen days. For *actes judiciaires*, such as judgments, twenty days is allowed. Wills deposited at the office of a notary must be *enregistrés* within three months after the death of the testator.

*Actes* under private seal (*sous seing privé*), if they relate to real property such as leases, sub-leases, and contracts relating to real property, all these must be *enregistrés* within three months of the date of signature, that is to say, execution.

**Enregistrement**—(continued).

The penalty for not paying these *droits* within the specified intervals is a DOUBLE TAX of that amount. It must be remembered that the word *acte* means "deed."

**Etat de Lieux (Condition of the Premises).**—

To understand the importance of an *état de lieux* (that is to say, condition of the premises), read the paragraphs on "Lease" and "Verbal Lease." The Civil Code declares that "if a certificate of the condition of the place has been made between lessor and lessee, the latter must leave the place (on the termination of the lease) in accordance with this condition, exception made as to what has been lost or damaged by age or unavoidable accident. If there has NOT been a certificate of the condition of the place made the LESSEE IS PRESUMED TO HAVE RECEIVED THE PLACE IN GOOD CONDITION AS TO REPAIRS, AND MUST LEAVE THE PREMISES IN SUCH GOOD REPAIR—UNLESS HE CAN PROVE THAT THE CONTRARY WAS THE CASE. It is possible to stipulate that the lessee takes the premises in the exact condition in which he finds them, without having them put in a proper state of repair. Then, in this case, the *état de lieux* certificate is doubly important. The *état de lieux* should be drawn up by two architects representing the parties to the lease, and this must be done in the presence of each party personally or his lawful representative. The expense is usually shared equally. The lessee must be considered responsible for damages and loss which take place during the term of his lease unless he can prove that such damage and loss was not due to his fault. (See "Insurance.")

**Evidence.**—(See "Parole Evidence" and "Writing.")

**Exchange.**—Exchange is carried out under the same formalities as a sale (which see).

**Execution of Judgment.**—Judgments are executed by way of *saisie* (which see).

**Exploit d'Huissier.**—Everything in the way of serving processes by a bailiff (*huissier*) is called an *exploit*. The original (*original*) remains with the party in whose interests the process is served while the copy (*copie*) is left with his adversary.

**Exports and Imports.**—The exportations from France to the United States in 1900 were to the value of 253,745,000

**Exports and Imports**—(*continued*).

francs, the largest items being silk, hides and skins, cotton goods, woollen goods, wines, and gloves. The imports into France from America were 405,387,000 francs' worth of goods. The most important items were raw cotton, copper, mineral oil, tobacco, lumber, and cotton-seed oil.

**Expulsion.**—Expulsion from France is sometimes a severe remedy taken by the police or higher authority. To return to France under these circumstances without authorisation is punishable by imprisonment of from one to six months. The offender is then again conducted to the frontier.

**Extradition (Anglo-French).**—Extradition between France and Great Britain is governed by the treaty of August 14, 1876. There is a subsequent Treaty, that of February 13, 1896, which is in operation also, but the latter Treaty is only a very short one designed to alter the terminology of the former Treaty in one or two minor particulars such as changing the words "the magistrate" to "a magistrate," &c., so that for practical purposes only attention need be paid to the Treaty of 1876. What is essential to know in regard to extraditions is what are the offences for which extradition is granted, and then how is the treaty put into execution. First as to the offences for which extradition is granted: counterfeiting or altering money; forgery and uttering forged documents and papers; murder or attempt to murder; assault and violence without intent to cause death, but resulting in death; homicide; abortion; rape; criminal assault, seduction of a girl under twelve years; kidnapping and illegal detention of a child; abduction of a minor (male) under fourteen years, or of a girl under sixteen years; sequestration or illegal detention; bigamy; acts of violence causing serious bodily harm; violence against magistrates and officers while in the exercise of their duties; threats, written or verbal, with intent to extort; perjury and subornation of perjury; arson; burglary and housebreaking; fraud by a bailee, banker, agent, factor, trustee, or director or member or public officer of any company; swindling or fraudulent receipt of stolen moneys; fraudulent bankruptcy; every act with intent to endanger the life of persons on a railway; destruction or degradation of real or personal property punished as crimes or misdemeanours; crimes committed at sea; every act of depredation or violence committed by the crew of a French or British vessel against that of the other, or committed by the

**Extradition (Anglo-French)**—(*continued*).

crew of a foreign vessel not provided with a regular commission—against French or British ships, their crew or freight; and the like.

The procedure of requisition is briefly as follows: In England the demand for extradition is made to the Secretary of State for Foreign Affairs, enclosing a warrant for the arrest of the person sought to be extradited. This demand is sent by the French Ambassador or other French diplomatic agent. The demand is also accompanied by proofs of identity, &c. The British Secretary of State then transmits the papers to the Home Office who sends notice to a police magistrate that the demand for extradition has been made, and requests him to issue a warrant for the arrest of the fugitive. The prisoner is then brought before the police court, and if his offence comes under the law he is kept in prison for a period not less than fifteen days, when the Secretary of State orders his extradition to the person authorised to receive him in the name of the President of the French Republic. During the interval described above as "not less than fifteen days," the prisoner has the right to claim an investigation of the case under a writ of *habeas corpus*, and the order for the extradition is, therefore, delayed until the court has decided the point in question.

**Extradition (Franco-American).**—The Extradition

Treaty between France and the United States of November 9, 1843, provided for the delivering up of persons charged with the crimes of murder (comprehending the crimes designated in the French Penal Code by the terms "assassination," "parricide," "infanticide," and "poisoning"), or with an attempt to commit murder, or with rape, or with forgery, or with arson, or with embezzlement by public officers when the same is punishable with infamous punishment.

By Additional Articles of February 24, 1845, the crime of robbery, defining the same to be the felonious and forcible taking from the person of another of goods or money to any value by violence by putting him in fear; and the crime of burglary, defining the same to be breaking and entering by night into a mansion or house of another with intent to commit felony, and the corresponding crimes included under French law in the words *vol qualifié* crime, not being embraced in the second article of the convention of Extradition concluded between the United States and France November 9, 1843, that persons charged with such crimes shall be delivered up to

**Extradition (Franco-American)**—(continued).

the country setting forth the application of the Extradition Treaty of 1843.

An addition was made to this Treaty February 10, 1858, extending the list of crimes for which extradition could be demanded to persons charged with being principals or accessories or accomplices, viz., forging or knowingly passing or putting into circulation counterfeit coin or banknotes, or other paper current as money, with intent to defraud any person or persons; embezzlement by any person or persons, hired or salaried, to the detriment of their employers, when these crimes are subject to infamous punishment.

The present Franco-American Extradition treaty is old and unsatisfactory in very many respects. During his term of office, as U.S. Ambassador, Mr. Whitelaw Reid, in 1892, prepared an elaborate Extradition Treaty, which, however, was amended by the Senate, and never passed the French Chambers and consequently into the realms of international law. In this respect Mr. Henry Vignaud, First Secretary of the United States Embassy at Paris, says: "THE EXTRADITION TREATY DRAWN UP IN PARIS DURING MR. REID'S MISSION IS PERHAPS THE BEST ONE ON RECORD, ONE THAT IT IS VERY DESIRABLE TO SEE GO INTO OPERATION, BECAUSE ITS PROVISIONS ARE SO CAREFULLY DRAWN THAT BOTH GOVERNMENTS ARE INTERESTED IN ADOPTING IT." "France very seldom asks for an extradition from the United States on account, to a very great extent, no doubt, of the great expense involved. This is due to the fact that France has to apply to the courts of the United States. On the other hand extradition of American citizens from France is easier and less expensive, because the application is made direct to the Government, which complies usually with the request."

**PROCEDURE UNDER THE TREATY.**

When France requires the delivery of a fugitive from justice under the Treaty, the application must be made to the President of the United States who issues his mandate for the arrest if he deems it expedient to do so, through the Secretary of State. The surrender of the prisoner if it is made, must be within two calendar months from committal.

**IN FRANCE.**

The procedure in France is quite simple; the application by a foreign power is made to the Minister of Foreign Affairs. He transmits the application to the Minister of Justice

**Extradition (Franco-American)**—(continued).

(Keeper of the Seals). The Minister of Justice after studying the matter sends on the papers (if he approves of the extradition) to the Minister of the Interior, who gives the necessary orders for the arrest of the person charged with the crime to which the Treaty of Extradition applies.

**Family Council** (*Conseil de Famille*).—A feature of French law is seen in the establishment of family councils (*conseils de famille*) or as they are called in Louisiana "family meetings." It might be called a "Board of Guardians" for its object is to protect the interests of minors. It is composed of seven members. The presiding officer is the local *juge de paix*, the other six members are relations (*parents ou alliés*) of the minor, and are chosen from the father's and mother's side of the family (three on each side). The choice of these relations is minutely prescribed and must be scrupulously followed. The meetings are private. Three fourths of the members constitute a quorum, which means five persons not including the *juge de paix*. The business of the family meeting is to appoint a guardian; authorise marriage of minors or oppose the same; audit accounts; decide questions concerning the estate of the minor, &c. The family meeting is a most useful institution in watching over an estate: it divides responsibility on the one hand and prevents useless expense and waste on the other. The *juge de paix* is compared to a father of a family by the French law (*père de famille*) and his influence is great and he is held in great respect.

**Father.**—The authority and power of a French father is surprising to Anglo-Saxons. It is traced from the Roman law. The code says that a child remains under the father's authority until majority or emancipation. A child cannot leave the house of his father without his permission except in case of voluntary military service and then not until completion of his eighteenth year. The father may for grave reasons have his child arrested and sent to a house of detention for a month if under the age of sixteen and from that age to majority the detention may be as long as six months. (See "Children," "Parental Authority.")

**Finance and Banking in France.**—THE WEALTH OF FRANCE consists mainly in: (1) AGRICULTURE, and (2) INDUSTRY. The whole wealth and prosperity of the nation

**Finance and Banking in France—***(continued).*

centres round these two things, but they are fostered by frugality and a propensity for saving by all classes and especially the middle classes.

The wealth of France is sufficiently shown by the fact that the revenue of the country for 1900 was 3,554,602,700 francs, or £142,184,108. The revenue of Great Britain for the same period was given at £104,786,981 or 2,619,674,525 francs, and that of the United States was \$567,240,852 or 2,921,290,387 francs.

Owing to the law that has prevailed in France since the time of Napoleon I. which ensures that each child of a family should receive an equal portion of the parents' fortune, the wealth of the country has become much sub-divided, but there are, of course, a number of very large fortunes in France, which have, however, been mainly built up in finance or industry during the nineteenth century. What remains of the old nobility can scarcely be called a really wealthy class considered in the light of the great fortunes of the present day.

The wealth of France may be compared to that of Germany and Spain together, or Austria and Italy combined. It has been built up principally by the middle classes, who, here as elsewhere, form the backbone of the nation, for the men and women alike are, taken as a whole, essentially intelligent, resourceful, industrious and frugal. The natural resources of the country are great, as the climate is one of the finest and most temperate in the world, the people are generally contented and happy; their aversion to emigration tends to show this. The maritime position of France, with excellent ports on the Atlantic Ocean, the Mediterranean Sea, and the English Channel is also a great source of wealth.

Foreigners have undoubtedly contributed materially to the wealth of France. For a good many generations it has, for instance, been the fashion for well-to-do people of all nations, amongst whom Americans now largely predominate, to visit Paris, and with increased travelling facilities the Riviera and other parts of France annually attract wealthy foreign visitors and residents. A certain number of foreign manufacturers have from time to time established themselves in business in France and made fortunes, but as a rule the French hold their own, on their own ground, very well.

On the whole I do not think that foreigners have taken much money away from France as profit. There is of course the question of goods imported from abroad, which gives the

**Finance and Banking in France**—(continued).

foreign manufacturer a profit, but this is about balanced by the goods exported from France. I do not consider that any material part of the wealth of France is owned by foreign capital. On the other hand a great deal of the surplus French capital finds employment abroad. The State Loans of Russia, Turkey, Portugal, Austria, Italy, Spain, Egypt, and even Germany are favourite investments amongst French capitalists. Some of these investments are made on account of the high rate of interest obtained, and some by capitalists, who think it safe to have part of their fortune abroad.

As a country to invest money in France does not commend itself to foreigners, I mean for those requiring a fairly high rate of interest, say 4 per cent. or 5 per cent., for their money. The reason is that there are so many French capitalists, small and large, having money to invest, that the superabundance of money in France renders it cheap, and consequently tends to reduce the rate of interest. On the other hand investors who are satisfied with a rate of interest of 3 per cent. or thereabouts have excellent opportunities of investment in the Government Stock known as French Rente, the Bonds of the leading railway companies, and the similar securities known as "gilt edged," which include the Bonds of the City of Paris and other leading towns, the *Crédit Foncier*, &c. For other French investments the utmost prudence cannot be too much insisted on with foreigners; but this, of course, applies equally to all other countries. If an undertaking with a good prospect of success is launched, financiers with inside knowledge, usually get the first pickings, and the shares are offered to the public at an enhanced price. To give an idea of risks of investment one may quote the Paris Omnibus Company, the 500 fr. shares of which were quoted in 1900 at the average price for the year of 1814 francs, but have since been quoted at 681 francs. The reason for this fall is the introduction of the Metropolitan Railway, which by cheap fares and rapid transit has proved a formidable competitor to the Omnibus Company, and on that account has taken away a great deal of its business. The Paris Gas Company shares, which were quoted at 1119 francs in 1900, have since then been quoted at 765 francs, owing to the fact that its concession from the City of Paris is drawing to a close. Experts are of course aware of these risks beforehand but the general public usually ignores them. A striking instance of the risk of foreigners investing money in France was shown at the general meeting of the Exploration Company,



**Finance and Banking in France—(continued).**

Limited, held in London April 2, 1901, it was announced that a depreciation to the extent of £310,652 had taken place in the company's assets mainly due to the fall in the price of shares of electric traction and tramway investments in Paris.

**THE PUBLIC DEBT OF FRANCE.**

The public debt of France influences the wealth of people living in the country by way of the taxes. The greater the public debt the greater the taxation, both direct and indirect. The indirect taxation consists, of course, in Custom House dues and city (*octroi*) dues. The direct taxation is that which every householder and business firm pays according to their rent. The public debt of France on January 1, 1901, was estimated in round figures at 30,000,000,000 francs or about £1,200,000,000 and has more than doubled since the war of 1870. The public debt has little or no influence on foreign investors except that those residing in the country have to pay taxes.

**THE BANK OF FRANCE.**

The Bank of France is an institution responsible to the Government, but it is in reality an independent joint stock bank. Under its charter it has the privilege of issuing bank notes, but it has to hold a given sum at the disposal of the Government free of interest, and must besides keep a large stock of gold. The Bank of France, which was initiated in 1800, is considered to be the most powerful creation of Napoleon I., and it is one of the institutions that has mostly contributed to the prosperity, glory, and power of France. No institution in the country has contributed in so large an extent to the development of trade and industry, and thus to prosperity fostered by it. In 1806, speaking at a meeting of the Council of State, Napoleon said: "France requires men who understand banking and we must create that race of men." As now, the commerce of France was based upon the individual efforts of a multitude of men in a comparatively small way of business, and the problem of banking during the last hundred years has remained, how to supply these traders with money at a low rate of interest. At the present time the Bank of France may be said to represent a force more colossal in its character than that of any other similar institution in the world. Under its recently renewed charter it has been forced to adopt a number of new features and it now has 125 branches, the head of

**Finance and Banking in France**—(*continued*).

which is Lyons, giving about a million francs profit annually, while some of the smaller agencies are worked at a loss. The bank forms a perfectly safe institution, which can promptly supply almost an indefinite amount of capital.

The Bank of France is an institution in name and position parallel with, say, the Bank of England, though worked on very different lines. The latter confines itself to its headquarters in London and a few branches, while the latter has not only its large Paris headquarters, but also a large number of branches spread over all the largest towns of France. These branches are imposed on the bank by the Government in its charter. But they form centres where trade bills can be discounted under certain conditions; money can be deposited on current account; stocks can be lodged at the bank and money can be borrowed on approved securities. In fact the Bank of France besides being the banker of the Government does also a regular banking business which is, in its way, of an exceedingly useful nature.

**THE CRÉDIT FONCIER.**

The *Crédit Foncier de France* exists also under charter. Its chief business is to lend money on real estate, which it does at moderate interest. I consider the *Crédit Foncier de France* to be an excellent institution, and like its senior establishment, the Bank of France, exceedingly well managed. The advantage of owners of real estate being able to borrow money in times of pressure at, say, 4 per cent. from a reliable institution like the *Crédit Foncier* that acts under Government auspices is immense. I believe it to be an institution in many ways unique of its kind. It could be emulated to advantage in many countries, but it must be remembered that it takes a generation or two for a bank of the kind to be engrafted into the habits of the country.

**POST OFFICE SAVINGS BANK.**

The *Caisse d'Épargne* (or Post Office Savings Bank) is, of course, managed by the Government and is of use, principally, for small investors. Sums from 1 to 2000 francs in cash can be paid in, and 3 per cent. interest is allowed. People of small means will find it a useful place for temporarily depositing their money. But certain formalities have to be followed in withdrawing money; it cannot be taken out at sight, and minors can pay in money but cannot draw it out without the authorisation of the parents or guardians.

**Finance and Banking in France—(continued).****THE TREASURY.**

The French Treasury comes very little under the notice of the foreigner in France, unless he has an interest or inclination to study the remarkable ease with which it manipulates the great sums it has to handle.

When the French Budget for 1901 was passed by the Chamber of Deputies it was shown that

The total receipts were . . .	£142,184,108 =	Fr. 3,554,602,700
The total expenses were . . .	142,174,124 =	3,554,353,100
<hr/>		
Leaving a surplus of . . .	9,984 =	249,600

**THE STOCK EXCHANGE.—THE PARIS BOURSE.**

The Paris Bourse is an important factor in the finances of Europe. Paris is a great centre for transactions in such stocks as loans of the Italian, Spanish, Russian, Austrian, and Turkish Governments. Any weakness on the Paris Bourse consequently usually has the effect of causing depression on the London Stock Exchange and the Continental Bourses. Then, again, a very large quantity is held in France of the shares of such companies as the Rio Tinto Copper Co., with its headquarters in London, and the De Beers Diamond Mine, whose headquarters are at Kimberley, South Africa. Shares in such companies as these are also largely held in England and Germany. They are amongst what is known as International Stocks, and are consequently another reason why foreign Stock Exchanges move more or less in sympathy with the Paris Bourse and *vice versa*. During the boom in South Africa Gold Mines in 1895 Paris became a great centre for these transactions, and for the time at least was more than ever linked with the London and German Stock Exchanges, where vast transactions were also carried on.

There are no dealings in American Shares in Paris, and consequently the state of the New York Stock Exchange has little effect on the Paris Bourse. The advent, however, of the Amalgamated Copper Company has had considerable influence on Rio Tinto shares, in which there are very large transactions on the Paris Stock Exchange.

**THE BOURSE DE COMMERCE OR CORN EXCHANGE.**

The *Bourse de Commerce* in Paris is, as its name indicates, entirely confined to business transactions, that is to say in goods or merchandise. The prices quoted here naturally effect those

**Finance and Banking in France**—(*continued*).

of other trade centres, but the relations between foreign countries in such articles as wheat, sugar, and other staple goods are not so close and sensitive as is the case with the Stock Exchanges.

**THE SURPLUS CAPITAL OF FRANCE.**

The surplus capital of the French as a nation is enormous. Consequently other less favoured countries are glad to borrow money in France. Practically all the countries of Europe with the exception of Great Britain, Germany, and Switzerland have borrowed money in France, and they pay rates of interest varying from  $3\frac{1}{2}$  to 4 and 5 per cent. Countries in other parts of the world have also largely borrowed from France.

**FRENCH HOLDINGS OF FOREIGN STOCKS.**

The following figures are interesting as showing the extent to which French capital is dispersed abroad. Between the period from January 1, 1884, to December 31, 1900, the French Stamp Duty was paid on 21,859,000 separate bonds or securities of the capital amount of 16,729,607,075 francs or £669,184,283. These figures are divided amongst the following countries:

	Francs.		£
Russia . . . . .	6,512,719,258	or	260,508,770
Turkey . . . . .	1,752,035,897	„	70,081,435
Portugal . . . . .	959,183,117	„	38,367,324
Austro-Hungary . . . . .	822,500,543	„	32,900,021
Italy . . . . .	805,014,526	„	32,200,581
Spain . . . . .	802,940,891	„	32,117,635
Egypt . . . . .	739,840,096	„	29,593,603
Tunis . . . . .	527,000,000	„	21,080,000
Brazil . . . . .	488,000,000	„	19,520,000
China . . . . .	459,000,000	„	18,360,000

Also, in order of amounts: Norway and Sweden, Roumania, Argentina, Switzerland, Servia, Denmark, Greece, Belgium, Holland, England, the United States, Hayti and Uruguay, Bulgaria, Congo, Germany, and Venezuela.

**INVESTMENTS IN FRANCE.**

As I have already intimated, the risk of investing money in France is no greater than in any other country, in fact it is far less than in most. The French laws regulating financial matters are essentially of a paternal nature, and appear to have been actually formed with a view to protecting people of inexperience; thus, the most unsophisticated person can go to a French *Agent de Change* and make a purchase of Government

**Finance and Banking in France**—(continued).

stock or any other approved security, and will be as certain to be as well treated as in going into a post-office to buy a postage-stamp. The reason for this is that the *Agents de Change* (or official stockbrokers) are a privileged body. The number is restricted, and they are responsible as a whole for the debts of any one of their members.

A wealthy foreigner taking up his residence in France would not actually transfer his capital to this country for investment, because his capital would be already placed at home, and he could not hope to secure as high a return for his money in Europe.

A person living on his separate estate may confidently come to Paris and live on his income. But if he has his money well invested in approved securities in the United States or elsewhere he would be ill advised to transfer his capital to France. For either he must invest his money in "gilt edged" securities, here producing an average interest of 3 per cent., or take less secure investments at higher rates of interest, in which the greatest financial experts sometimes incur losses.

French financial methods are comparatively plain and simple. Of course, a foreigner arriving here would require to have many things explained to him, such as the nature of the best stock-exchange securities, and the way in which transactions are carried out by *Agents de Change*. The system is excellent by which the investor is protected from loss in case of the disappearance or bankruptcy of one of these *Agents*. But an American new to Paris would be best served by addressing himself to one of the well-known American banks of repute, such as Morgan, Harjes and Co. or Munroe and Co., where his interests will receive proper care.

**RAISING LOANS.**

Mortgages are both frequent and customary in France, and can best be negotiated through the *Crédit Foncier*. *Ventes à réméré* (sales with power of redemption) are only made under special conditions which are unlikely to arise in the case of a foreigner. A business man in France in difficulties, and possessing real estate and personal property, would do best to consult his notary or lawyer. He would, without difficulty, be able to raise money through the *Crédit Foncier*. Money is loaned on approved bonds or shares by all the leading banks at a moderate rate of interest, plus a commission.

**Finance and Banking in France—(continued).****BANKS AND BANKING.**

Banking as carried on in France differs in many respects from the methods that obtain in the United States and England. On arriving in Paris for the first time an American frequently says to his banker: "I want you to let me leave my money on deposit with you and to have a cheque-book to draw against it." The visitor obtains his cheque-book, but soon finds that the system of payments by cheque is not understood or accepted in France in a general way. His landlord will not usually accept a cheque in payment of rent, neither do tradespeople care to take cheques in payment of their accounts; the consequence is that a considerable amount of cash must usually be kept on hand for the purpose of paying current expenses. In the business world also most transactions are carried out by cash, and it is a somewhat remarkable sight on exchange-days at the *Bourse de Commerce* to see merchants settling their accounts in cafés at the end of a day's trading in banknotes or cash. This is one of the conservative methods that continue in France in spite of revolutions and upheavals in other matters. This disinclination to use cheques in France is partly due to the fact that here the responsibility of the cheque being paid to the right person devolves almost entirely on the drawer. A bank requires no proof of identity when paying a cheque and is protected in this matter by the law. In the United States and England the law places the responsibility of payments being made to the right person on the bank; another reason is that the Clearing House system does not exist here in practical use, and cheques have to be presented direct at the bank on which they are drawn for encashment. The loss of time and risk in handling large sums of banknotes and money is great, but the system of such payments is so engrafted in the habits of the country that it would take twenty years or more to introduce a proper system of payments by cheques, and no Minister of Finance or group of banks has so far had the courage to take the initiative in organising a clearing-house on a large scale. It may be added that French banks do not return paid cheques to their customers, as is the case in American and English banks.

**LETTERS OF CREDIT.**

Americans travelling in Europe usually find that a Circular Letter of Credit, on which they can draw money in all the leading cities, is the most convenient way for meeting their financial

**Finance and Banking in France**—(continued).

needs. These letters of credit are issued by all the leading banks in the United States, whose principal correspondents are usually either in London or Paris. This is, however, rather an expensive way of drawing money, as a commission has generally to be paid to the issuing banker as well as to the one who pays, but travellers find it worth their while to bear these charges on account of the facilities obtained. Persons, however, who intend to reside for any length of time in any particular country or city will find it both advantageous and convenient, as well as economical, to have remittances made to them by cheques at regular intervals, and this is now being adopted largely. As regards letters of credit, it cannot, however, be too strongly impressed on travellers that these letters of credit are the most important part of their belongings when abroad. The writer has frequently seen great inconvenience caused by carelessness on the part of travellers in this respect, and it occasionally happens that when a letter of credit has been announced as lost or stolen, and considerable expense incurred in advising the issuing and paying banks to that effect by telegram, that the letter is afterwards found safely stowed away in some article of clothing.

**LOTTERIES AND DRAWINGS FOR MONEY PRIZES.**

The gambling or speculative spirit is inherent in the people of all nations, and there has always been a marked tendency to it in France. At one time lotteries were carried on here to a large extent, but at the present time they are prohibited except by obtaining special permission from the Government. The speculative spirit of the people is, however, appealed to by certain public bodies as a means of obtaining loans at a comparatively low rate of interest. For instance, all the loans issued by the City of Paris and other municipal bodies in France, as well as by the important financial establishment known as the *Crédit Foncier*, have connected with them a system of lotteries or drawings for money prizes, some of which are for large sums, amounting to 200,000 francs or more. Also the tickets for the Paris Universal Exhibition of 1900 were issued in series of twenty with a voucher attached to them enabling the holder to participate in a lottery or drawing at frequent intervals before and during the Exhibition for money prizes for various sums ranging as high as 500,000 francs. To cite another case of the kind, bonds for participating in drawings for money prizes were also issued in connection with the

**Finance and Banking in France**—(*continued*).

Panama Canal Co. Lotteries properly so called are, however, only permitted by the Government for charitable purposes.

## STOCKS TO BEARER.

Stocks and bonds are usually issued, in France, to bearer—the custom, in this respect, in the United States and England, not being followed of issuing them in a nominative form—that is to say, registered in the name of the owner. The principal exception to this rule is French *rentes*, which are frequently inscribed on the *Grand Livre* of the French Treasury in the nominative form. But French *rentes* can also be purchased in bearer certificates. One of the disadvantages of certificates to bearer is that, if the certificates are lost or stolen, there is a very great risk of the certificates never being recovered—which is not the case in regard to *registered* certificates. An “opposition” or *caveat* can be lodged against dealing in bearer certificates when lost or stolen, BUT THE FRENCH TREASURY, while *taking note* of the “opposition” or *caveat*, does little more than that. An unfortunate feature in connection with accidents to which I refer is that when French stocks are stolen they are frequently CONVEYED TO LONDON, where an attempt is either made to sell them or negotiations are opened with the rightful owner with a view of returning them to him for “a price.” That such a thing can be accomplished successfully suggests that remedial steps should be taken by the Governments concerned.

## STOCKS TO BEARER AND DEATH DUTIES.

By a fiction of French law, stocks and bonds to bearer placed in France, say on deposit at a bank, that belong to a foreigner who is residing abroad at the time of his death, are supposed to be with the owner, and as such are not liable to pay the death duties in France. When small sums are involved it is of comparatively little importance, and as large fortunes coming under this heading are rare the average lawyer or notary may not remember the state of the law on this special point. It has consequently occasionally happened that very large death dues have been paid in France on stock to bearer belonging to a foreigner residing abroad to the detriment of the heirs.

(See “Preface.”)

See also, *Cour des Comptes, Caisse des dépôts et consignations*, “Lost shares and bonds.”



**Financial.**—TRUST COMPANIES are not known in France, at least not in the same form as in the United States, but as Mr. Charles F. Phillips, President of the Corporation Trust Co. of Delaware, remarked at a meeting of the American Bankers' Association held at Milwaukee in October 1901, the greater part of the machinery of higher finance in France, as represented by its public institutions, forms a single trust company of practically unbounded responsibility, acting in many respects gratuitously for its beneficiaries, imprinting with its moral guarantee the bulk of the securities which constitute the savings of the nation, and by its highly ramified operations, as well as by the facilities and immunities connected with them, rendering useless many of the forms of procedure such as are connected with trust companies in the United States.

Typical amongst such institutions is the *Crédit Foncier de France*. This is a bank, working under direct Government control, whose principal business is making mortgage loans, and on such a basis is it organised that it is ready to lend at short notice, and at a low rate of interest, practically unlimited funds to any enterprise or private individual offering the necessary guarantee, in amounts varying from a few hundred francs to several millions. Whether times are good or bad, or the loans large or small, makes practically no difference, and at the present time it has a sum of nearly 3,000,000,000 francs in loans spread all over France at a rate of interest averaging from 4 to 4½ per cent. per annum. The capital of the *Crédit Foncier* is 200,000,000 francs, and when at any time it needs additional capital the public readily take up its debentures at, say, 3 per cent., thus supplying the money which is let out again at an increase of about 1 to 1½ per cent.

The organisation of the *Crédit Foncier* (by assisting thrift and industry) is claimed to be one of the factors in enabling France, compared with its population and in spite of increasing taxation, to remain, to day, one of the richest countries in the world.

One of the merits of the *Crédit Foncier*, as well as of many other institutions and corporations in France, is, that they are, to some extent, under Government control.

The *Agents de Change* (who are the authorised dealers in stock-exchange securities) are under Government control, and thus, through them, the public, however inexperienced in business matters, is guaranteed fair and equitable treatment.

The Bank of France may be described as a trustee for the operations of modern commerce. It does an enormous business

**Financial**—(continued).

in discounting bills, requiring two endorsements on each bill, and any good bill of forty francs upwards can be tendered. It also advances loans upon securities and accepts such of any country that is recognised as solid. But the secret of the power of the Bank of France lays in the fact that it is PRACTICALLY THE TRUSTEE OF THE NATION'S CREDIT, for the bank treasury is regarded as the war-chest of the country, to be maintained at all costs; but it is also the reservoir of the nation's wealth, giving immediate accommodation for every proper commercial, industrial, or financial transaction.

Other institutions, such as the *Crédit Lyonnais*, the *Société Générale*, and the *Comptoir d'Escompte*, do to a great extent a similar business in the matter of discounting bills, making loans on approved securities, on similar lines to those adopted by the Bank of France. (See Preface.)

**Fire.**—The lessee is responsible for all losses by fire. This is the first proposition. To avoid paying for any losses or damage which might occur by fire the lessee must show that the fire was not occasioned by his fault or negligence. He must show, then, that the fire originated by (1) accidental cause or unavoidable cause; (2) faulty and defective construction; or, finally (3) that the fire was communicated by another's residence—from a neighbour. If there are several tenants all are held jointly and severally responsible for the fire in proportion to the value of their *appartement* or dwelling. If, however, the tenants can furnish legal proof that the fire commenced in the dwelling of some one particular tenant, then that tenant is held responsible for the loss and must, alone, bear the responsibility. A tenant who wishes to avoid difficulty in this respect must prove that the fire did not commence at his place. If he can prove this he is not responsible.

The tenant who is found and proved to be responsible for the fire is liable for the losses not only as regards his landlord but as against his co-tenants. A lessee should pay particular attention to the condition of the chimneys of his dwelling. It is not easy to show vice of construction, and several decisions on this point show that where the proprietor has done everything which prudence could suggest on his part he has cleared himself of liability. Thus it has been held that a proprietor of a house was not responsible for the fact that fire was occasioned by cracks in the chimney—which were not known and which could not be known except by a special and minute examination—other

**Fire—**(*continued*).

than those which ordinary care of his property would have revealed.

The measure of damages in case of a fire :

A tenant found responsible for the loss by fire of his landlord is not liable to construct a new dwelling ; but he must restore the place to its former condition. The lessee must indemnify the landlord for time lost in rent by reason of a fire for which he has been shown responsible.

Not only is a tenant liable for losses by fire as shown above, but a sub-lessee is also liable.

**Fishing.**—The law relating to river fishing dates as far back as April 15, 1829. This law has been amplified by that of May 31, 1865, and different decrees of 1875, 1878, 1889, and 1892. Briefly, any one can fish WITH THE LINE in navigable waters, except in the close seasons, without any payment to the State. But in waters not open to navigation and belonging to private owners, previous permission must be obtained from the owners of bordering property. Fines from 20 to 100 francs are imposed for breach of this provision of the law.

**Fondé de Pouvoir.**—A *fondé de pouvoir* is the name given to the person who has been legally appointed to look after a thing. He is the attorney in fact. (See "Power of Attorney" and "Forms.")

**Fonds de Commerce.**—(See "Good Will.")

**Foreigners and the arrest of.**—(See "U.S. Consulate-General.")

**Foreigners.**—(See "U.S. Consulate-General.")

**Foreigners.**—(See "Military Service.")

**Foreign Judgments.**—The Code of Civil Procedure (section 546) declares that judgments rendered by foreign courts and documents passed by foreign functionaries shall NOT be susceptible of EXECUTION IN FRANCE EXCEPT IN THE MANNER AND IN THE CASES REFERRED TO IN THE CIVIL CODE, sections 2123 and 2128. These articles are as follows: judicial mortgages cannot result from judgments rendered in foreign countries except when THEY HAVE BEEN DECLARED EXECUTORY BY A FRENCH

**Foreign Judgments** —(continued).

TRIBUNAL without prejudice to provisions to the contrary which may exist in political laws or treaties. Contracts entered into in a foreign country do not establish a mortgage on property in France unless there are provisions contrary to this principle in the political laws or in the treaties.

Italy, Switzerland, and the Grand Duchy of Baden have entered into *special treaties* with France in this connection.

*All other foreign judgments* must be presented to the French Courts in order to obtain an *exequatur*, when defendant should be called to show cause why such judgment should not be executed against him. The Courts do not generally go into the merits of the case, but simply ascertain whether the foreign judgment was properly obtained. Then it is recoverable. A bond must always be given by an alien before suing on a judgment. This bond varies according to the sum recovered in the original action, and must be paid before the foreign judgment is registered. It is reckoned on a basis of 2 francs 50 centimes per 100 francs. *The exequatur is the decision of the French Court on the foreign judgment.*

A French judgment is executory in England, but simply on the principles of Common Law. An official copy of the judgment must be sent to England, must bear the seal of the Court, and must be signed by the judge who gave the decision; and if his Court has no seal he must state in writing that such is the case. After the President of the Court has signed and affixed the stamp of the Court (which seems to be in lieu of a seal), the copy of the judgment, which is of the kind called a *grosse* is legalised by another or higher Court (as, for instance, the Court of Appeal legalises a judgment of the First Instance), then the judgment is passed to the Minister of Justice, after that to the Minister of Foreign Affairs, and, finally, to the British Consul. This is the same procedure as that in connection with French judgments intended to be the basis of an action in the United States.

When *exequatur* is granted by the French Courts the judgment stands on all fours with a French judgment. It is then a *hypothèque judiciaire* over all the property present and future of the party against whom the judgment is rendered for a period of *thirty years*, on the sole condition that the winning party has the judgment inscribed at the *Bureau des Hypothèques*. The judgment is enforced by a *saisie* on the property of the defeated party. (See "Saisie.")

**Foreign Marriages.**—The Lord Bishop of London's Order (see "Marriages between British subjects and Foreigners").

**Foreign Stock, French Holdings of.**—(See "Finance and Banking.")

**Found.**—Objects found (treasure trove) on one's own property belong to the owner of that property; if on the property of another, the object belongs half to the finder and half to the owner of the property on which it is found. (See "Property," "Lost Property.")

**Fournisseurs.**—By a *fournisseur* is understood "dealer." Such are grocers, butchers, &c., who furnish one with provisions, &c.

**Free Admittance of American Artist Work.**—(See "United States Consulate-General.")

**Free List of Imports.**—(See "United States Consulate-General.")

**French Laws.**—French laws are executory throughout French territory by virtue of promulgation made by the President of the Republic. They are executory in each portion of the Republic from the moment the promulgation can be known. The promulgation made by the President of the Republic shall be considered known in the department of the seat of the Government one day after the promulgation of said laws, and in each of the other departments one day plus the number of days represented by so many times ten myriametres between the place of its promulgation and the principal town of each department. (A myriametre is equal to 10 kilometres.)

**Frenchmen (Who are and who are not).**—Questions continually arise in regard to foreigners as to who are legally considered as foreigners and who are legally French citizens. The following are French by birth: (1) Legitimate children born in France or abroad whose father is a Frenchman; (2) children born in France whose parents are unknown; (3) children born in France or abroad whose mother is French but whose father is unknown; (4) children born in France whose father is a foreigner, although the latter may have been

**Frenchmen (Who are and who are not)**—(*continued*).

born in France; (5) children born in France whose father is a foreigner, but who during the year following their majority shall have neglected to establish legally their status as foreigners (see below).

French citizenship may be acquired: (1) When a foreigner—woman—marries a Frenchman; (2) all the citizens of a country which shall have been legally joined to France; (3) children of a foreigner who elect at their majority to become French citizens; (4) foreigners who become French citizens by naturalisation.

"Frenchmen who are not legally Frenchmen," that is to say, Frenchmen who lose their legal right to be considered Frenchmen are: (1) Those who become citizens of another country by naturalisation; (2) those who accept abroad public positions of offices without previously obtaining authority to do so from the Government of France; (3) those who in a clear definite manner establish themselves abroad; (4) a Frenchwoman who marries a foreigner. However, in this case if the woman in question becomes a widow, or is divorced, she can recover her French citizenship by returning to France and fulfilling certain simple formalities of declaration and resignation.

**Funerals.**—In addition to what is said about death, &c., in France, it may be found convenient to sketch the steps to be taken in connection with a funeral. "There are police precautions," says Colmet de Santerre, "*to prevent precipitate burials which might conceal crimes or errors in cases of apparent death.*" Trying, therefore, as these formalities must seem to foreigners at times when the nerves are strained and every interposition on the part of the authorities comes like a shock and *appears* unnecessary, let us remember that they are a PROTECTION for the LIVING, and, it might be, a veritable "resurrection for the dead" if the death has been only apparent. The declaration of the death of a person must be made at the mayor's office of the town (or, if in Paris, of the *arrondissement* where the death took place). The declaration must be made by a member of the family of the deceased, or any other person duly authorised. The officer at the *mairie* to whom this declaration is made must be given the fullest information concerning the civil status of the deceased as well as the cause of death. Then the official writes to the *médecin de l'état civil* (a sort of coroner) of the quarter where the death took place setting forth such facts in the declaration as may be deemed necessary. The

**Funerals**—(continued).

"coroner" then visits the place where the remains are lying, and satisfies himself as to the fact that death has taken place and as to the cause of death. His certificate is then taken by the friend or relative of the deceased to the *Bureau des Décès* for the purpose of arranging for the interment. Funerals are conducted by *Bureaux des Pompes funèbres* which, in Paris, are under the surveillance of the Prefecture of the Seine. The cost of the funeral is regulated by a fixed tariff which provides for the simplest and the most expensive form of interment. A decent burial may be arranged for from 40 to 60 francs, but THIS DOES NOT INCLUDE expenses for the grave, masonry, purchase of a lot, &c.

**Furniture (Meubles).**—The Lessee must be able to guarantee his rent by having sufficient furniture in the premises leased. But he can find sureties instead to guarantee the rent. As a consequence of this right of the landlord to insist as to the quantity or value of furniture the landlord has the right to forbid any furniture leaving the premises without his permission. But there are naturally exceptions to this rule, which need not be followed out so closely as to be ridiculous. The principal thing is that the furniture left in the premises is sufficient to cover his rent. If the furniture is moved out secretly, without the landlord's consent, the landlord can have it brought back again. If it is sold, those who buy it at a public sale, at a fair, or market, or at a dealer's must return it to the landlord on his reimbursing the price the dealer or other seller paid for it. It is a fact to be borne in mind by the lessee that if he wants to have any article of furniture exempted from this lien on the part of the landlord then he should GET A WRITTEN CONSENT TO THIS EFFECT FROM THE LANDLORD. Thus an artist might wish furniture of some particular kind brought to his room which, possibly, has been only borrowed from a friend for some particular occasion—or let us take the case of a singer or music-student who hires a piano or other large instrument, and suppose this student lives in a boarding-house or furnished room—obviously he would be surprised to have the landlord attempt to prevent the piano, &c., leaving his rooms. Yet this is legal. The law looks at the case of the landlord, and if his tenant does not pay or might not be able to pay, then the law says that landlord must be protected first. The way out of the difficulty is, as stated above, to obtain permission from the landlord to move in a piano, &c., and thus

**Furniture**—(continued).

annoyance is avoided. In *bonâ fide* cases there is really little difficulty in these matters. But avoid losing your temper. That is a golden principle in the dealings of foreigners with French people. Remember that a Frenchman is in his own country, and that he only knows his own laws, and sometimes wants to interpret them in too literal a manner.

Furniture, like anything else of like nature, can be hired out for a consideration. There is no special difficulty to be guarded against in connection with *bail de meubles*, as it is called, so far as the agreement is concerned. But there is a very important feature to be clearly understood and scrupulously attended to in connection with NOTICE TO THE LANDLORD. It is, of course, particularly the interest of the hirer-out of the furniture to do this, but it is also to the interest of the person who uses the furniture since complications arising from a negligence to give notice are particularly tedious and annoying for a foreigner. Under "Leases" it is explained how the Civil Code provides that the landlord has a lien on the furniture for rent of his house and apartment, &c., and also that the tenant MUST FURNISH THE HOUSE OR APARTMENT SUFFICIENTLY TO COVER THE LANDLORD FOR HIS RENT. What, then, is the law in France as to HIRED FURNITURE? The hirer-out of the furniture is secured from the landlord's lien on the furniture IF THE PROPRIETOR KNEW THAT THE FURNITURE DID NOT BELONG TO THE TENANT. If the landlord had no such knowledge, then the landlord's claim ranks ahead of the claim of the owner of the furniture. The hirer should give the landlord notice on moving the furniture into the premises. This should be done in writing, and the consent should be obtained in writing. But the consent of the landlord is not absolutely a necessity to protect the owner of the furniture. The NOTICE IS THE PRINCIPAL THING. But before giving notice take the precaution to have it *recommandée*. This places the date of the notice beyond all controversy.

In hiring furniture care should be taken in having it clearly understood *when* the payments are to be made. Otherwise, if no such agreement is made the furniture is considered to be *hired by the month*. Payments are made *in advance*. If the owner wishes to terminate his agreement he must give notice during the first fortnight of the month. On the other hand, the person hiring the furniture has no need of giving notice, but can simply at the end of the month, if he so desires, return the furniture to the owner. No notice is necessary.



**Furniture**—(continued).

Possession of furniture is as good as title (*possession vaut titre*)—that is, the best proof of ownership is possession.

**Furniture Admitted into U.S. Free of Duty.**—  
(See “U.S. Consulate-General.”)**Furniture of Artists.**—(See “U.S. Consulate-General.”)

**Garnishment.**—Garnishment in France is called *saisie arrêt* or “opposition.” It is called *saisie arrêt* because it is a stop-order and commands the holder of money and personal property not to pay or deliver it to any one except the person named by the Court. It is called an “opposition” because payment is opposed by the order of Court until the holder of money due to another has the authority of Court to pay it—this payment, of course, to be in the channel indicated by the Court. The creditor is called *le saisissant*, the garnishee the *tiers saisi*, and the debtor *le saisi*. Garnishment is a remedy in the hands of EVERY CREDITOR. It is the same process in France as in the United States and in England. The *saisie arrêt* corresponds, therefore, with the “trustee process” in the New England States, with “factorising” of Connecticut, and with “foreign attachment” under the custom of the City of London. In France the creditor should have, if possible, proof of the indebtedness of the debtor called *titre authentique* (notarial deed or judgment) *ou privé* (agreement, correspondence, &c.). If there is no *titre* the judge of the debtor's domicile and even the judge of the domicile of the garnishee can when petitioned so to do, permit the garnishment. This permission is given in the form of an ORDER OF COURT, and is written at the bottom of the application for the garnishment. The order contains, besides authority to attach, the amount up to which the creditor can garnish. The judge may in his discretion allow the debtor to receive the surplus money in the hands of the garnishee, who reserves, in that case, only the amount mentioned in the order. The judge is absolutely at liberty to grant or refuse the order applied for.

Formerly a garnishee order could be obtained in France and left operative for a long time. In some cases, after several years had elapsed the order would be used to stop payment of money to a debtor. This state of things no longer exists. The order is now returnable at the Tribunal which granted it after eight days' interval. This return must be

**Garnishment**—(*continued*).

accompanied by a *demande en validité* or summons for the payment of the debt. In other words, the return of the garnishee order is made to fall on the same day on which the debtor is summoned to appear before the Court when the judge determines whether or not the defendant is legally indebted. If this is established and the debtor is condemned to pay the plaintiff or creditor, then, at the same time the third person or garnishee, if he has money belonging to the debtor, may be ordered to pay over a sum fixed by the Court to the creditor or plaintiff. The debtor makes a declaration as to whether or not he has money belonging to the debtor, and how much and other details. This declaration, however, may be attacked by the creditor or garnisher if he has reason to doubt its sincerity. Garnishments cannot be made for the purpose of harassing or needlessly annoying third parties without exposing the applicant for the order to the payment of damages if such can be proved. (See "Saisie," "Opposition.")

**Gas.**—Gas is paid for by the person using it. In the case of a lessee he cannot avoid paying this charge any more than he can avoid paying his butcher's or baker's bill. The gas charges are due by the tenant if he uses the gas, unless this has been arranged to the contrary by the terms of the lease.

**Gendarmerie.**—It is a very popular error in some parts of England and America that a *gendarme* and a policeman are the same—in other words, the two terms are synonymous. It is quite true that both policemen (*agents*) and *gendarmes* perform police duty, but not only is their uniform different but policemen are under the Prefect, while the *gendarme* is under the Minister for War, the Minister of Justice, and the Minister of the Interior. They are specially considered as country police or patrols. The *gendarmerie* are a very superior body of men. The officers of the *gendarmerie* belong to what is called *officiers de Police Judiciaire*, and in their district are considered as auxiliaries to the *Procureur de la Republique*. They do not deal with breaches of the police by-laws. This is a matter for the *Commissaire* of Police. But in crimes and misdemeanours they receive complaints, not to deal with them, but to simply send them on to the *Procureur de la Republique*. They only interfere in the way of examination of offenders in cases of *flagrants delits* or acts in which offenders are caught "red-handed." No *gendarme* can enter a house of a citizen at night unless asked

**Gendarmérie**—(continued).

to do so by the owner for some reason connected with the functions of a *gendarme* or in case of a fire. In the daytime a *gendarme* can only enter the house of a citizen by virtue of a special law or special order of a superior and competent authority.

**Gifts inter vivos (Gifts from one to another during life).**

—The law concerning gifts *inter vivos* (*donations entre vifs*) is rather complicated. Let me say briefly, however, that the main point in the law of gifts *inter vivos* in French law is to observe or see observed all FORMALITIES CARRIED OUT. THE LAW PROTECTS THE GIVER AND THOSE WHOSE RELATIONS TO THE GIVER ARE SUCH AS TO PRESUME AN INTEREST IN THE ESTATE OF THE GIVER. Therefore, the giver is protected by the law lest he should be imposed upon by designing persons; lest his weakness of will or generosity of nature be greater than his prudence and discretion and so on. Thus the law imposes the formality of going before A NOTARY AND DECLARING SOLEMNLY HIS WISHES AND INSTRUCTING THE NOTARY TO DRAW UP A DOCUMENT to that effect. Remember that a GIFT INTER VIVOS IS MORE SOLEMN THAN A WILL. You can revoke your will and make another, but you cannot revoke a GIFT. This rule, however, has three exceptions in French law, viz., if the conditions connected with the gift are not fulfilled; or if the donee has shown base ingratitude; or if the donor has a child subsequent to the gift to the donee. Objects which pass from hand to hand (called *dons manuels*) of course do not require a Notarial Act or document. Real estate when given as *inter vivos* must be registered (*inscrits*) at the bureau of the *hypothèques* of the *arrondissement* where the property is situated. Personal property of value must be accompanied by a document showing what the value of the gift is (*état estimatif*).

Article 1075 of the Civil Code declares that fathers and mothers and other ASCENDANTS may make a distribution and division of their property among their children and descendants. Other features in connection with gifts *inter vivos* are that a married woman cannot make or receive a gift *inter vivos* without her HUSBAND'S CONSENT or the authority of the Court.

**Good-will.**—By "good-will" is understood, in France, pretty much the same thing as in America and England. It is translated *fonds de commerce*, which includes *achalandage*, corresponding to the English word "connection" or the French word

**Goodwill**—(*continued*).

*clientèle*, which is adopted into English, and signifies, of course, the obtaining and retaining customers.

**Greffier.**—The clerk of the Court is called a *Greffier* and his office the *Greffe*. Their functions are quite the same as in America or England.

## TAXES.

**Ground Tax.**—(See “*Contributions Foncières*.”)

**Guardian.**—The father is the administrator during his life of the personal estate of his minor children. On the death of either father or mother the survivor remains the guardian (*tuteur*). This parent, on dying, can appoint a guardian for the children of the marriage. In default of such appointment the paternal ascendant becomes guardian by operation of law, and if none survive then the maternal line is designated by law. Where a mother is guardian and re-marries, the *Conseil de Famille*, or Family Council, decide whether she shall remain guardian or not. If she remains guardian her second husband is appointed co-*tuteur*, and then husband and wife are responsible for the administration of the estate. For every guardian (*tuteur*) there is a *subrogé tuteur* appointed by the Family Council, who watches over the interests of the ward when they clash with those of the guardian or *tuteur*. A guardian in France is not obliged to furnish a bond as a guaranty for the proper discharge of his duties, but his real property becomes mortgaged by operation of law (*hypothèque légale*), which serves the same purpose—perhaps better—and more amply protects the ward.

**Holidays.**—(See “Public Holidays,” “Sunday.”)

**Homologuer.**—To *homologuer* a document is to have it “confirmed by authority of justice” or by a Court. Thus a will is “probated” that is *homologué*. The rules of a railway company are *homologués*, and a guardian in certain cases gets a document “authorised” or *homologué* by the Tribunal.

**Horses (Buying, Selling, and Exchanging).**—

The seller is not responsible for defects or faults which are apparent and can be seen, and of which the buyer can ascertain the existence. The seller is responsible for *défauts cachés*, or hidden, concealed, or invisible faults, which the buyer cannot know at the time of the sale, but which the seller is

**Horses (Buying, Selling, and Exchanging)**—(continued).

presumed to know. The question which the law asks is, "Would the existence of this fault have induced the abandonment of the sale or the offer of a lower price?" The seller can protect himself by stipulating that he sells without guarantee. Otherwise there is always an implied guarantee. At sales of horses by auction in Paris the auctioneer always announces "with" or "without guarantee" and the catalogue of sale also states the fact.

These *défauts cachés*, called *vices rédhibitoires*, are defined by the law of 1884 to be glanders (*morve*), farcy (*farcin*), immobility (*immobilité*), pulmonary emphysema (*emphysème pulmonaire*), broken wind, chronic roaring (*cornage chronique*), cribbing and wind-sucking (*tic proprement dit avec ou sans usure des dents*), intermittent lameness (*les boiteries anciennes intermittentes*), specific ophthalmia, or "moon blindness" (*fluxion périodique des yeux*).

In case of a sale where there were *défauts cachés*, the buyer has the following remedies: He can choose to return the horse and claim the price paid; or he can keep the horse, claiming restitution of part of the purchase price, which is decided by experts; if the seller knew of the faults he is liable for damages besides restitution of price; if the seller did not know of the faults he is only liable for the price paid and expenses of the sale; if the horse died in consequence of *défauts cachés* the loss is on the seller besides damages.

The RESPONSIBILITY of the OWNER of a horse for accidents caused by the animal when frightened by noise in the streets of Paris is well laid down by the fourth Chamber of the Tribunal of the Seine (*Gazette du Palais*, July 12, 1901). The *Compagnie des Voitures du Grand Hotel* was made to pay to Madame Nicod 7000 francs damages for injuries received, where the horse became frightened on account of a steam-roller and Madame Nicod jumped from the vehicle, having just fears of being injured. The Court held that in Paris horses should be accustomed to noise in the street, and particularly to such noises as that of a steam-roller. The company was made responsible for the act of the horse which belonged to it, and it was of no importance in the argument that the horse was frightened by a machine.

**Horses (Specially Broken for City Use).**—HORSES IN PARIS MUST BE MADE ACCUSTOMED TO THE NOISES IN THE STREETS. In *Epoux Nicod v. Compagnie des Voitures du Grand Hotel*, the Court held that the Company was responsible for the

**Horses (Specially Broken for City Use)**—(*continued*).

actions of the animal which belonged to it, as it mattered nothing that the horse was frightened by a steam roller passing in the street, and that horses used in Paris should be accustomed to tumult in the public ways and notably such noise as would be occasioned by a machine used for the repairs of the road, and that the pleading of *force majeure* was of NO AVAIL in such cases.

The Tribunal of the Seine and the Courts of Appeal of Paris have frequently held that horses used in the large towns of France and their suburbs should be accustomed to noise, not only of various descriptions but NOISES WHOLLY UNFORESEEN. See *Gazette du Palais*, July 12, 1901; October 30, 1889; January 21, 1891; January 29, 1896. Recent decisions in connection with AUTOMOBILES sustain the above cases.

**Horses (Taxation of)**.—Horses are taxed as follows:

In Paris, 25 francs a year for saddle horses; 20 francs in other communes of more than 40,000 inhabitants; 15 francs in communes of 20,001 inhabitants up to 40,000 inhabitants; 12 francs in communes of 10,001 inhabitants up to 20,000; 10 francs in communes of 5,001 inhabitants up to 10,000, and 3 francs in communes of 5,000 inhabitants and under. Carriages of four wheels are taxed in Paris 60 francs a year and of two wheels 40 francs. Then, following in the above order for communes, the taxes are respectively (four wheels) 50, 40, 30, 25, and 10 francs; while for two-wheeled vehicles, following the same order for communes, 25, 20, 15, 10, 5 francs respectively. Mules are considered as in the same category as horses. Those who own horses should declare them under a penalty of *double tax*.

**Hotels.**—An hotel in France is placed in the same category as an *auberge* or inn, and corresponds very much to the word "public house" as used in England. The Civil Code declares that inn-keepers and hotel-keepers are responsible depositaries for the effects brought to their establishments by travellers who lodge with them. The deposit of these kinds of effects must be regarded as an obligatory deposit. Hotel-keepers and inn-keepers are responsible for thefts of or injury to these effects of the traveller whether the theft was committed or the damage caused by the domestics or employés of the hotel or whether the theft or injury was committed or caused by other persons such as travellers, &c., coming and going in and

**Hotels—(continued).**

out of the hotel. This responsibility is limited to 1000 francs for money and securities and negotiable shares, paper, &c., of every kind NOT ABSOLUTELY DEPOSITED IN THE HANDS OF THE INN-KEEPER OR HOTEL-KEEPER. The latter are not responsible for burglaries committed by force of arms or other irresistible superior force. The hotel-keeper or inn-keeper has a lien on the effects of a traveller lodging with him for the value of the provisions and other charges connected with the traveller's stay at the hotel or inn, but these effects of the traveller referred to are those effects which he shall have brought to the hotel or inn. The Statute of Limitations commences to run against the hotel-keeper for his charges in connection with board and lodging furnished to the traveller at the end of six months.

**Hotel-keeper (Duties of).**—The hotel-keeper, in France, is bound to keep his books, containing the names of all persons stopping at his hotel, in a very careful manner. Any breach of the police regulations in this respect is severely dealt with. In this respect the obligations of boarding-house keepers, lodging-house keepers, and all persons boarding or lodging permanently foreigners or others, are much the same. (See "Pensions," "Boarding-houses," also Forms for Application and the keeping of what is called a "Police Book.") The Penal Code declares that inn-keepers and hotel-keepers convicted of having lodged for more than twenty-four hours any one who during his sojourn shall have committed a crime or been guilty of a misdemeanour shall be civilly responsible for the restitution for indemnities and expenses to the benefit of those who shall have suffered loss or damage by reason of the crime or misdemeanour. The hotel-keeper or inn-keeper is not liable, however, if he shall have inscribed the name of the offender in his register, stating the name, profession, and domicile of the offender. It will be observed that the hotel-keeper is punished in a special manner if he has lodged a criminal who commits a crime while stopping at his hotel WITHOUT HAVING ENTERED HIS NAME ON THE REGISTER IN CASES WHERE THE CRIMINAL HAS STOPPED AT THE HOTEL FOR MORE THAN TWENTY-FOUR HOURS. But, as a matter of fact, the hotel-keeper is only punished for neglecting to have the particulars placed on the register IMMEDIATELY ON THE ARRIVAL OF THE GUEST. I explain this at some length in order that travellers may understand that what is sometimes an annoyance in the way of registration at a French hotel is really a matter where the hotel-keeper has no choice unless he is

**Hotel-keeper (Duties of)**—(*continued*).

willing to pay a fine. The Penal Code declares that hotel-keepers, lodgers, or hirers-out of furnished houses who shall have neglected to inscribe IMMEDIATELY, and without leaving any blank in the inscription sheet of a register regularly kept, the names, style of, habitual domicile, date of arrival, and date of leaving, of every person who shall have passed the night in their house; or who shall have neglected to present this register at the times appointed by the police regulations to the proper authorities, shall be punished by a fine of from six francs to ten francs in addition to being amenable to pay damages in case of having lodged a person who turns out to be a criminal caught in a crime while actually stopping at his hotel.

It may be useful to know that a sleeping-car (*wagon lit*) is NOT AN HOTEL.

**Housekeeper.**—A housekeeper is called in some families as in English. Another and more general term is *femme de charge*.

**Huissier.**—The *huissier* is a bailiff. They are process-servers, and serve assignations, sommations, execute judgments, &c. The bailiffs or tip-staffs who serve in the courts to keep order are called *huissiers audienciers*. This service is compensated by a privilege which is to serve papers as between *avoués*. The *huissier audiencier* is the more ancient form of the service which the bailiff performed in France. The derivation of the word *huis*, meaning "door," shows this were other proof wanting.

**Hunting.**—(See "Shooting.")

**Identity.**—Americans and English people—indeed, all foreigners—should invariably carry papers about them proving their identity. At all times one is liable to show what are called *pièces d'identité* or papers establishing one's identity. The best of all is the passport (see "Passport"); but this is not always possible and may not be convenient. At the post-office, in order to obtain money, &c., the most usual course is to show one or more addressed envelopes to one's proper address. In France such details, when properly attended to, lessen much friction with various authorities. It is the custom and cannot be avoided. If one claims letters at the *poste restante* this system has to be observed. If, however, the letter is only addressed to initials, no proof of identity is required. In such



**Identity**—(continued).

cases to avoid mistakes French people add some number to the initials, as, for instance, "M.X. 3."

**Imprisonment.**—Imprisonment in connection with commercial matters, in civil matters, and as against foreigners, was abolished by the law of July 22, 1867. *But,*

Imprisonment is still in force, for (1) criminal; (2) correctional; and (3) simple police matters.

Imprisonment in lieu of paying fines in criminal, correctional, and simple police matters is only carried out FIVE DAYS after command to pay. This command (*commandement*) is made by the *Receveur de l'enregistrement et des domaines*.

When imprisonment is ordered at the instance of a private person the latter must provide food for the use of the person sentenced to imprisonment. If this is not done, then the imprisonment is not carried out.

When the sentence of imprisonment does not exceed 50 francs, the term of imprisonment is fixed at from two days to twenty days; not exceeding 100 francs, twenty days to forty days; not exceeding 200 francs, forty to sixty days; not exceeding 500 francs, two months to four months; not exceeding 2000 francs, four months to eight months; over 2000 francs, one year to two years. In matters of simple police the duration of imprisonment in lieu of payment of fines does not exceed five days.

Insolvents who PROVE their insolvency, and aged persons (sixty years), only have to suffer half the term of imprisonment.

Bail is allowed. Persons within certain degrees of relationship cannot cause each other to be imprisoned.

**In Formâ Pauperis.**—(See "Assistance Judiciaire.")

**Instruction.**—*Instruction judiciaire* is putting an affair—a complaint, &c., in proper form to be decided by the court. *The Instruction* of a *demande* begins when the *avoués* are appointed by the parties to the cause.

**Insurance (Life).**—In regard to life insurance in France the following extracts are taken from the able report of the American Chamber of Commerce on the subject:

The question of what is called *portabilité* or *quérabilité* of the premium is one which has been the most frequently submitted to the courts. By *portabilité* is understood the obligation on the part of the insured to

**Insurance (Life)**—(continued).

pay his premiums at the office or to the banker of the company; by *quérabilité* is to be understood the sending of a collector to the domicile of the insured for the purpose of receiving his premium. If the contract of insurance define the premium to be "portable" and the company persist in lapsing all policies for which the premium has not been paid either at the office of the company or of one of its bankers, the jurisprudence relieves the society from all responsibility in the event of death of the insured before the payment of the last premium due; but, if on one or several occasions the association or company has for the convenience of the insured presented the premium at his domicile, then and in that case it has been constantly held by the courts of France that a derogation and waiver of the *portabilité* of the premium has been made, and that the society remains responsible, even though the insured had not paid his last due premium, unless an act *extra-judiciaire* had been performed giving him a limited space of time in which to pay that premium. This act resembles a protest, and the contention of the jurisprudence is that when a premium has been rendered *quérable* it falls under the conditions of the common law, and such *extra-judiciaire* act is necessary to disengage the responsibility of the company.

Marine insurance is the most ancient form in France. The Civil Code became law in 1804, when fire insurance was not very important, and its enormous growth was not anticipated by the framers of the Code. In the Revolution, French insurance companies practically disappeared, but were revived in 1816—or after the Civil Code was in operation. Hence there are no special provisions for fire insurance as such. The provisions relating to marine insurance apply *mutatis mutandis*.

**Interdit.**—An *interdit*, as understood by French law, is what is called in American and English law *non compos mentis*. The Civil Code defines the conditions under which interdiction is pronounced. The conditions are three—viz., habitual imbecility or idiocy (*imbécillité*), insanity (*démence*), and *fureur* (violent madness). *Imbécillité* is defined by the French legal writers to be feebleness of spirit caused by absence or obliteration of ideas; *démence*, a mental derangement where there is an absence of the reasoning faculty; and *fureur* where the insanity is such as to lead the patient to acts of violence which are a source of danger to himself, or others, or both. When a person is proved to be in one of the three mental conditions mentioned in the code before a competent court (*première instance*) he is pronounced *interdit* or incapable of managing his own affairs, and hence forbidden to legally do so. A guardian is then appointed who is called a *tuteur*. The position of the *interdit* is similar to that of a minor. A husband is preferred as the guardian of

**Interdit**—(*continued*).

his wife *interdite*, and a wife is preferred as the guardian of her husband *interdit*. When the disease is cured or ceases to exist the *interdiction* is removed by means of a formal withdrawal of the interdiction, called a *mainlevée*.

The procedure in connection with interdiction is by petition on the part of one of the parents or relations. Evidence as to the facts alleged is reduced to writing. The person who is declared to be thus incapable is called an *interdit*.

**Interest**.—The legal rate of interest in France is fixed at 5 per cent. in civil matters and 6 per cent. in commercial affairs.

When it can be proved that a loan has been agreed upon at a rate exceeding that allowed by the law, the lender shall be condemned by the tribunal having jurisdiction of the affair to restore the excess if he has received it or suffer a reduction of the capital sum to that amount. The lender can be even sent before a correctional court if it can be proved that he is an **HABITUAL USURER**. Then, if convicted of this offence, he shall be condemned to pay a fine not exceeding the half of the capital loaned at usurious rates. If, added to this, there has been swindling carried on by him, he shall be sentenced in addition to the fine to a term of imprisonment not exceeding two years.

**Intervals for answering assignments, citations en conciliations, &c.**—(See "Time.")

**Intimé**.—An *intimé* is the respondent in an appeal.

**Investments in France**. — (See "Finance and Banking.")

**Invoices (Consular)**.—(See "U.S. Consulate-General.")

**Journal**.—(See "Tradesman.")

The journal which a tradesman is bound to keep, in France, must show daily assets and liabilities, business transactions, negotiations, acceptances or endorsement of bills. In short, all that he receives and pays on any account whatever. It must appear, also, what sums are expended each month in connection with the business,

**Judgment ("Signification" of Judgment).—**

A signification of judgment is the *acte* by which notice is given, by means of a *huissier* (bailiff) to an interested party, with copy of the judgment.

This signification differs from an *expédition* of judgment, which is either a simple copy furnished to any one, or it is an *expédition exécutoire* or *avec grosse* (*engrossement*). A judgment cannot be executed except when a certain formula is added, beginning with the words *République française. Au nom du peuple français,*" and concluding with *En conséquence, le Président de la République française mande et ordonne, &c.* This *expédition* is delivered by the clerk of the court (*greffier*), who alone has the right to perform this act. (See "*Opposition.*")

**Judgments.**—(See "Foreign Judgments," "*Jugement.*")

**Juge.**—The word *juge* has a technical meaning, being applied, in the strict signification of the term, only to Judges of the Peace, Judges of the Tribunal of First Instance, and the Tribunal of Commerce. Members of the *Cours* (*Cour d'Appel* or *Cour de Cassation*) are called *Conseillers*.

**Juge d'Instruction.**—This important official is attached to EACH TRIBUNAL D'ARRONDISSEMENT. He sees that the laws are carried out in the interests of society. His special duties are in connection with CRIMES and MISDEMEANOURS committed within the jurisdiction of his court. The machinery of the law is put in motion, so far as the *Juge d'Instruction* is concerned, by an ordinary denunciation, by a written complaint, or by orders from the *Procureur de la République, &c.* Thereupon the *Juge d'Instruction*, after looking into the matter appearing to be a misdemeanour or crime, issues a protest called a *Mandat de comparution*, inviting the person supposed to be guilty (but, observe, he is not *accused yet*), and an investigation begins. If the person desired to call refuses to do so, then the *Juge d'Instruction* takes sterner measures and issues a *Mandat d'amener* or command to policemen to bring the person sought for to him *volens volens*. Now comes the examination. If the examination shows conclusively that the supposed crime or misdemeanour has been committed by the person brought to the *Juge d'Instruction*, then this person is discharged. But if the magistrate is not sure—is not satisfied as to what the position of the person under examination really is, then he issues a *Mandat de Dépôt*, or detention, until the affair is cleared up. If the facts brought

**Juge d'Instruction**—(continued).

before the notice of the *Juge d'Instruction* show a *prima facie* case, the accused is kept in confinement by virtue of a *Mandat d'Arrêt*. But this cannot be done until the accused has had his case reviewed by the *Ministère Public* (which see). At this stage the *Juge d'Instruction* draws up a report to the *Procureur de la République* and awaits his orders. If no legal offence has been committed, the *Juge d'Instruction* draws up an *ordonnance de non lieu*. If the offence is a breach of the police by-laws the accused is sent before the *Tribunal de Simple Police*. If a misdemeanour has been committed, then the accused is sent before the *Tribunal de Police Correctionnelle* (or criminal side of the *Tribunal d'Arrondissement*). If a crime has been committed, then the accused is sent before the *Chambre des Mises en Accusation*. This *Chambre des Mises en Accusation* corresponds very largely to our GRAND JURY. If a "true bill" be found the accused is sent before the *Cour d'Assises*.

**Juges de Paix.**—It may be said without reserve that the decisions of the *Juges de Paix* in France are impartial, and sound in law as well. The French gentlemen who preside at these courts have the faculty of disposing of cases with a marvellous rapidity. No study of French character could possibly be complete without spending much time at these interesting courts. The characteristic note of these proceedings is the familiarity displayed on all sides. Now this familiarity never goes too far. The fact must never be forgotten that the *Juge de Paix* acts in the capacity of a father of a family (*père de famille*). The scenes which occur in these courts are sometimes so irresistibly funny as to evoke roars of laughter. The most striking feature of these scenes is the wit of the *Juge* and the witty repartee of the parties to the suit. One frequently sees the genius of Beaumarchais exemplified in his countrymen of to-day. With all this fun a lawyer will never fail to discern the astute cleverness of the French *Juge de Paix*—his knowledge of human nature, his knowledge of the law and its application, his tact, and, above all, his high moral character and probity.

Certainly there was never a more brilliant example of a model *Juge de Paix* than that genial French gentleman and scholar the late M. N. A. Carré, of the *First Arrondissement* of Paris. The bells of *St. Germain l'Auxerrois*, which he loved so well, sound no longer to announce the opening of his court—they toll to the memory of a good man who is passed and gone.

**Jugement.**—A judgment must be distinguished from *arrêt*. The former applies to the decisions of the inferior courts, such as the courts of the *Juge de Paix*, *Tribunal of Commerce*, *Conseils de Prud'hommes*. The decisions of the higher courts, such as the *Cour de Cassation* and the *Cours d'Appel*, are distinguished by the term *arrêt*. When the two parties appear, then the judgment rendered is called a *jugement contradictoire*; but when only one of the parties appears, then the decision is a *jugement par défaut*, or judgment by default. A *jugement* is *en premier ressort* when it can be appealed from, and when it cannot be appealed from it is *en dernier ressort*. It is very important that foreigners should know that after they obtain a *jugement* in a cause in which they are interested there is a tax to be paid within twenty days. If this tax is not paid within that time the double tax is inflicted. It is by paying attention to details of this kind that much annoyance can be avoided. A *jugement* is rendered by a plurality of votes of the judges. If you desire to have a copy of a *jugement* it will be necessary to bespeak it by your legal adviser. A copy of a *jugement* is not called, technically, a *copie*, but an *expédition de jugement*. A *jugement* has the effect of a judicial mortgage (*hypothèque judiciaire*) over all the property, present and future, of the losing party, providing that the winning party inscribes the judgment at the *Bureau des Hypothèques*. Thereupon a right of *action nouvelle* arises to execute the provisions of the judgment, and this right of action lasts for thirty years. (See "Foreign Judgments.")

**Jury d'Expropriation.**—(See "Eminent Domain.")

**Jury Duty.**—Americans and English people, in common with other aliens, are exempt from jury duty in France. Being domiciliated in France by *décret* under the provisions of the Civil Code does not confer any political rights of which jury duty is one. It would flow, however, of course, from naturalization. The decision of a French jury is taken by a majority of votes. The vote is taken by written ballot-papers, on which is inscribed, *Sur mon honneur et ma conscience ma déclaration est (oui or non)* as to the culpability or not of the accused, or as to attenuating circumstances. No vote is counted as a vote in *favour* of the accused. (See Law of May 13, 1836.) There is no jury in the trial of civil cases. Only questions of fact in *criminal* trials are submitted to them. (See "Domicile.")

**Keys.**—It is a custom in Paris for the tenant on leaving the premises where he has resided to leave with the concierge the key or keys of the premises. A tenant must leave the keys of his apartment with the concierge IF HE LEAVES THE PREMISES during the delay ensuing upon his "notice" to the landlord. This is a custom of Paris. The tenant, however, in this case must have taken away everything belonging to him. The usage is logical, inasmuch as the proprietor should be encouraged and aided in letting his property to another tenant.

**Law in France (who are subject to).**—Every one living on French territory is subject to the French police laws. The real property of foreigners is governed by French law. The French law follows a Frenchman or Frenchwoman wherever they may go, and they are subject to the law of France. On the other hand, certain laws of foreigners follow them in France; for instance, the law of one's country follows him to France in regard to his *personal* property, and consequently his power to dispose of it by will, &c. His personal status also remains unchanged. The French courts apply foreign laws to foreigners, but only on condition that such laws are not contrary to police regulations or good morals generally. Thus a Turk cannot defend himself from the consequences of the crime of bigamy, simply because in his country bigamy is not a crime. (But see article on "Frenchmen—who are, and who are not.")

**Law.**—(U.S. Consul-General does not advise on points of law. See "U.S. Consulate-General.")

**Lease.**—A lease may be verbal or written. In case of verbal leases the best way to determine its character and conditions is to examine the receipts for payment (*quittances*). If, in case of a verbal lease, there has not been carried into effect, and one of the parties contests the point that there was any agreement, only the person who alleges that there was no lease can testify on oath to that effect—no other witnesses. If a verbal lease has begun to run, but before the first term for payment has expired, there is a dispute as to the price to be paid, then, as nothing can be shown, naturally, by way of receipt for payment establishing the conditions, the landlord alone will be believed on oath as to what the price really was. However, the lessee can, if he wishes to pay for it, apply for the appointment of experts, whose evidence will be taken in court.

**Lease**—(continued).**COMPETITION OF TENANTS.**

A landlord is prohibited by a custom of trade or "usage" from letting premises in the same building to several tenants in the same line of trade or manufactory without the consent of the tenant in the said trade or manufactory who first obtained a lease in the said building. In other words, if I am a hatter and lease premises for carrying on my trade, my landlord is not allowed to lease premises in this building where I am established to another hatter unless I consent to the arrangement. But it is important to observe that this disability on the part of the landlord does not apply to the liberal professions, such as MEDICAL PRACTITIONERS, DENTISTS, NURSES, and so on. The reason for this distinction is clear. A dentist depends on his PERSONAL *clientèle*, whereas a hatter depends principally on the location of his shop.

**DUTIES OF TENANT.**

He must pay for the registration of the lease unless the terms of the lease are to the contrary.

**EXPULSION OF TENANT.**

A tenant can be expelled from an apartment, &c., by the landlord for not keeping his contract, for not paying his rent, and, lastly, for not having sufficient furniture in his apartment to guarantee the rent. The French law is very clear on these points. (See "Furniture" and "Saisie.")

**OBLIGATIONS OF THE LANDLORD.**

The landlord (*bailleur*) is obliged by the Civil Code to deliver to the lessee the place leased; to keep this place in a condition fit for use and give quiet enjoyment during the currency of the lease. The place (by this is understood the house, apartment, villa, &c.) must be in a good state of repair when the lessee enters into possession. He must keep it so, although this does not include *réparations locatives*, or tenant's repairs. (See "Réparations Locatives.") The landlord warrants the place free from faults or defects of construction which would affect the use and enjoyment of the place. And this is the case when even the lessee did not know that any fault or defect existed after entering.



**Lease—(continued).****RENT.**

The date of payment of the rent should be fixed by the terms of the lease. When no such stipulation is made, then the customs of the place prevail as to the date of payment. At Paris there is a custom that when the rent does not exceed 400 francs a year the rent becomes due on the 8th of the term or quarter—i.e., the 8th of January, April, July, and October. When the rent is over 400 francs, rent is due on the 15th of the above-mentioned months. At Bordeaux rents are paid in advance every three months; at Orléans, Auxerre, Metz, twice a year. In other parts of France the customs vary. If there is no stipulation and no custom of the place, then the rent is due at the end of the year.

**REPAIRS (RÉPARATIONS LOCATIVES).**

What are called *réparations locatives* are often the subject of bitter disputes between landlord and tenant. The lease (*bail*) often contains clauses prescribing what these repairs are to be. In some classes of leases such a clause is advantageous and likely to save misunderstandings. It is advisable that such clause follow closely on the lines laid down in the Code for cases where no express stipulation is made. The Code says that, if there is no clause in the lease to the contrary, the *réparations locatives* are those designated as such by the usages of the place, and among others the repairs to be made are hearths, back of the chimneys, chimney-piece, and frame, doing up the walls of rooms to a height of a metre from the floor, floors and tiles, if any part is broken; windows (unless broken by hailstones, or other extraordinary accidents or unavoidable cause for which the lessee is not holden responsible); doors and "French" windows, wooden partitions, closing shutters (of a shop), hinges, bolts, and key-holes (locks). But none of these *réparations locatives* are at the charge of the lessee if necessary on account of old age or unavoidable circumstances. The cleansing of wells and sewers used to be at the cost of the landlord; it is now at the cost of the tenant. Leases, however, made before the passing of the new regulation are not changed in this respect. Of course, any agreement can be made as to this or any other matter in the terms of the lease. Suppose there is a clause as to repairs which is found to be obscure and not clear as to just what is undertaken to be done, then in that case the Code says the contract must be interpreted in favour of the lessee. The term

**Lease**—(continued).

"old age" above referred to means not only what the words literally signify. It means more than this, viz., reasonable wear and tear. But this does not excuse negligence. He must provide against dampness, for instance, by airing the rooms sufficiently and taking other measures. The lessee should not be unreasonable in regard to these repairs. He is bound to care for his dwelling as "a father of a family," as the Code prescribes. Thus he must have the chimneys cleaned and at his own expense, and if the chimney should catch fire and a part become damaged he must have this repaired unless he can prove satisfactorily that there was some fault in the construction. He must repair the *paillasses de cuisine* or tiles on the stove, also the bottom of the oven. The windows and mirrors must be clean, as the lessee is supposed to have received them in good condition. Extra keyholes in a door must be repaired by another plank in the door if the lessor demands it; holes made in the walls by nails for the purpose of hanging pictures, or for placing curtain hooks or rods or "crown" of a bed, &c., need not be repaired. The reason for this is that the walls were only used in these cases for the use (*destination*) for which they were intended. If curtain-rods are broken or pulleys or hooks damaged then they must be repaired. Gratings to the balcony must be repaired by the lessee. It appears by a recent decision that the lessor cannot hold the outgoing lessee's furniture for security for payment of the repairs. The Code states clearly that a lessee is responsible for all damages and losses during his occupation or currency of his lease which he cannot prove were occasioned without his fault. In other words, the burden of proof or *onus probandi* lies on the lessee to show by satisfactory proof that such losses or damage were not attributable to his fault or negligence. (See "Disinfection.")

**"SAISIE-GAGERIE" (DISTRESS).**

If the landlord has reason to think that the tenant intends to move away his furniture clandestinely he can obtain an order of Court whereby the furniture can be sold by a bailiff (*huissier*) and the rent due paid from the proceeds.

**SUB-LEASE.**

Unless sub-leasing is expressly forbidden by the terms of the lease a lessee can always sub-lease.

**Lease—(continued).****TERMINATION OF.**

If there is no written lease neither of the parties can cancel the lease without having regard to the usages of the place where the dwelling is situated. A lease, otherwise, is terminated, whether the lease is verbal or written, at the expiration of the term for which the dwelling was taken. That is to say, no notice is necessary to be given. On the last day of the lease at noon the keys should be given to the proprietor. In case the tenant refuses to leave at this time the landlord can have him peremptorily expelled.

**VERBAL.**

For a verbal lease there is a form of agreement or memorandum which is used in France. (See "Forms.") In such cases the usual conditions of a lease prevail. But note that the lessee agrees to furnish the apartment or room, &c., with furniture of a sufficient value to guarantee the rent and taxes. The value of the furniture must equal three months' rent if the rent is not paid in advance. This is a condition laid down by the Civil Code and is, therefore, a legal right. (See "Furniture.") The lessee is further bound by this form to make the *réparations locatives qui pourront être nécessaires*. This means the repairs which may be necessary, so as to leave the place as the tenant found it, reasonable wear and tear not included. To avoid all misunderstandings on this score, do not hesitate to establish in a formal manner the condition of the place when the tenant enters into possession. By attending to this seemingly unnecessary formality much time and trouble may be saved. The paper establishing this condition of the place is called an *état de lieux*. (See "État de Lieux." See also "Forms.")

**Legal Tender.**—Besides the money of France, the money of Belgium, Italy, Switzerland, and Greece is assimilated with that of France by the Convention Monétaire of 1885. Money of the Papal States is not legal tender in France. All French moneys coined before 1864 are not accepted. Italian silver money of 20 centimes, 50 centimes, 1 franc, and 2 francs, have ceased to be legal tender since 1880. Provided that the money is perfectly good, and legal tender, no one can refuse it in payment without being liable to a fine of from 6 to 10 francs. Bank-notes of the Bank of France are perfectly valid payment pro-

**Legal Tender**—(*continued*).

vided the date of their emission and number are visible. Copper or bronze money is legal tender up to 5 francs unless larger amounts are agreed to be taken in payment. The party being paid is not obliged to make change for a bank-note. (See table of "Good Money.")

**Lien.**—(See "Attorney." "Avocat.")

**Letters of Credit.**—(See "Finance and Banking.")

**Licence (Patente).**—Licence to do business in France is not of formal application, but is a matter of taxation. The receipt for taxes paid for transacting business at a fixed address constitute a licence.

**Licitation.**—A licitation is the sale to the highest bidder in cases where joint-owners cannot divide a thing amongst themselves; as, for instance, a house.

**Light (Jour).**—French law does not permit the creation of an easement such as light or a window in a party-wall (*mur mitoyen*) without the neighbour's consent.

**Limitations.**—The Civil Code defines *prescription* as a "means of acquiring or of freeing oneself after a certain lapse of time and under the conditions determined by the law." The French *prescription* comprises what American lawyers call *prescription* and *limitations*. By the former term is understood in America "the manner of acquiring property by a long, honest, and uninterrupted possession or use during the time required by law." By the latter or *limitations* is understood "a bar to the alleged right of a plaintiff to recover in an action caused by the lapse of a certain time appointed by law, or it is the end of the time appointed by law during which a party may sue for and recover a right." (See Bouvier's "Law Dictionary.")

So that under the head of *prescription* in France we have two separate points, viz., "acquiring" (title) and "liberating" (as from a debt).

### THIRTY YEARS.

All actions whether real or personal are prescribed by thirty years. It is sufficient for the person setting up title by prescription under this article of the Civil Code to simply prove

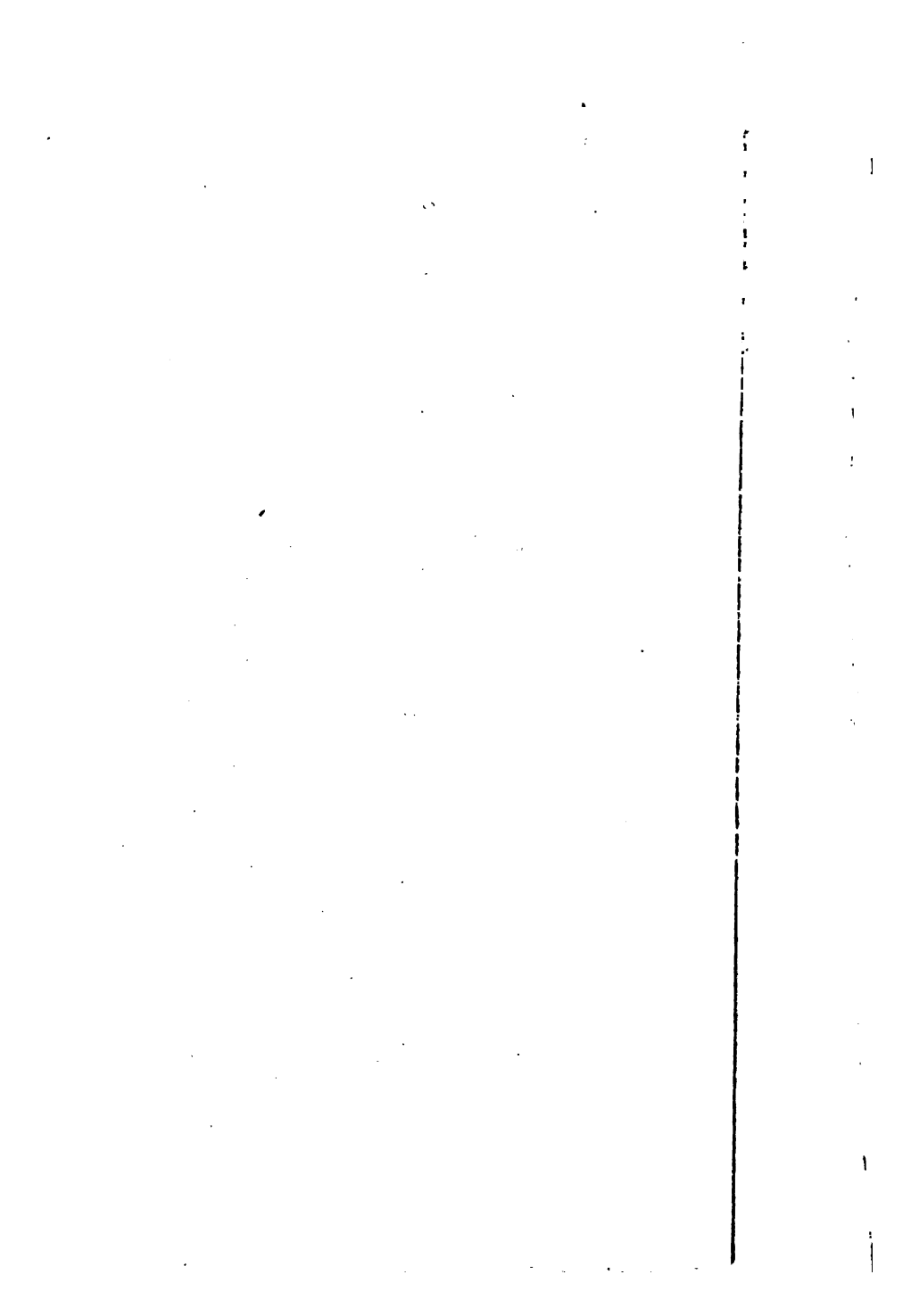
# TABLE SHOWING COINS HAVING LEGAL CURRENCY IN COUNTRIES BELONGING TO THE LATIN UNION

Prepared January 1, 1902 according to official documents 1902

The countries of the Latin Union which have given their adherence to the monetary convention are : France, Belgium, Greece, Italy and Switzerland.

In the following table B = Belgium; F = France; I = Italy; S = Switzerland; G = Greece.





**Limitations**—(continued).

that he has been in possession for thirty years. Good faith is always presumed. The holder, in good faith, of a regular title to real estate cannot be dispossessed after ten years by the true owner if the latter resides within the jurisdiction of the Court of Appeal where the property is situated. If the true owner resides outside the jurisdiction of this Court of Appeal, then prescription does not apply until the completion of twenty years.

In regard to what is known in America as the Statute of Limitations in connection with debts (sometimes called "out-lawed debts") the following are the periods respectively for different kinds of debts :

**SIX MONTHS.**

Fees of professors and teachers of sciences and arts for lessons given by the month; hotel-keepers and restaurant-keepers for board and lodging furnished; labourers and work-people for payment of their day's wages and materials.

**ONE YEAR.**

Actions by bailiffs (*huissiers*) for payment of their fees and for commissions which they execute; merchants who sell wares to persons who are not in trade; boarding-school teachers for what is due to them in connection with their pupils; masters for the price due them by their apprentices; servants who hire themselves out by the year.

**TWO YEARS.**

Doctors, surgeons, dentists, midwives, chemists, and dispensers, for their visits, operations, and medicines respectively. The fees of doctors are due when the patient recovers or dies. This is certainly the prevailing legal opinion as regards prescription. (See "Prescription.") Also lawyers (*avoués*) for the payment of their expenses and salaries, counting from the day judgment was obtained or compromise obtained between the parties to an action, or until the revocation of the lawyer. In regard to affairs not completed, a lawyer can charge for expenses and fees which have run, up to five years.

In these cases, where there is a question of fees and payments for debts, services, merchandise, &c., the prescription is not interrupted except by such causes as an accounting, an *acte* or document under private or ordinary signature of the parties,

**Limitations**—(*continued*).

or a notarial document, or a citation to appear in Court. A mere continuation of services, materials or work does not interrupt the course of the prescription.

**FIVE YEARS.**

Judges and lawyers (*avoués*) are discharged from liability in regard to documents in their keeping when five years have elapsed after judgment.

So also for the same period, arrears for perpetual incomes and life annuities, alimony or maintenance, house-rent, price for farms and country property, interest on money loaned, and generally all that is payable by the year or at regular periods of less duration.

Otherwise the general prescription or Statute of Limitations is **THIRTY YEARS.**

All actions relating to bills of exchange and to promissory notes signed by merchants, traders or bankers, or for business purposes, are *barred after five years from the date of the protest*, or from the last judicial proceeding, if judgment has not been delivered or if the debt has not been acknowledged by a separate document. *Nevertheless, debtors are bound, if required, to state upon oath that they owe nothing further*, and their widows, heirs and assigns must also swear that to the best of their belief nothing is owing.

All actions against agents and carriers for loss or damage to goods are barred after six months, in the case of goods sent to places in France, and after a year in the case of goods forwarded to foreign countries. In case of loss the prescription commences from the day when the goods should have been delivered, and in case of damage, from the date of delivery of the goods without prejudice to actions in cases of fraud or breach of trust.

The widow of a debtor or heirs, or the guardian of minor children can go into the witness-box and make oath that they had no knowledge of the debt in question, and this denial of knowledge bars the debt, and the Statute of Limitations applies. It is tantamount to an affidavit. But it should be noted that the judge cannot of his own initiative administer the oath to the widow or guardian or heirs. It must be spontaneous on the part of the widow, &c.

**Loans—Raising.**—(See “Finance and Banking.”)



**Livret de Famille.**—A *livret de famille* is a book furnished to newly married couples in certain towns of France, in which a record of births, &c., is kept by the founders of the new family. It is not unlike the custom of furnishing a newly married couple with a "family Bible" containing blank pages for entries of a similar nature.

**Magasins Généraux.**—Following the custom in vogue in England in connection with dock warrants, there are in France since 1858 Government store-houses where goods and merchandise can be stored, and a receipt (*récépissé*) and warrant given thereupon to the person who stores them. Upon this receipt and bulletin or either of them a number of transactions can arise. The title to the property stored—of which a description is given in the receipt and warrant—passes by endorsement from seller to purchaser. In case of a sale where no previous pledge exists, both papers referred to pass to the purchaser. If the holder of the warrant and receipt desires to effect a loan he has only to detach the warrant and retain the receipt—the goods or merchandise are then *pledged*. The holder of the warrant can endorse it to another, and so on in the same manner. The endorsement of the *récépissé* operates as a sale. The holder of the *récépissé* cannot remove the merchandise from the *Magasin Général* until he has paid what is due to the holder of the warrant with interest. The *Magasins Généraux agréés par l'Etat in Paris* are at 12 rue de Lyon. (See "Mont de Piété," "Loans," "Pledge," "Finances," "Vente à réméré.")

While *magasins généraux*, or docks, are of English origin, the system has spread, says J. Ruben de Couder in his *Dictionnaire du Droit Commercial*, to Holland and Germany.

The *magasins généraux* are useful in several ways. They serve as warehouses at a moderate expense, and save a merchant the salaries and risks of *employés* to look after the goods. The risks of fire and thieves are reduced to *nil*; they afford a most efficacious means of security for advances of money; and, lastly, they serve as warehouses for the Customs Department. They are purely private enterprises, though under Government surveillance. Any one can create *magasins généraux* in France, and companies can be formed to found and conduct them. They can be conducted for one kind of merchandise or any and all kinds. They are not for goods destined to be sold or used for security for loans, but for warehouses simply, where merchants store goods bought at wholesale to sell in small quantities.

**Main Morte.**—*Biens de main morte* (mortmain) is property upon which there is no mutation tax because the owner is not capable of dying. There is a tax imposed to equalise this state of things, and represents death-dues and transfer taxes. Thus real property belonging to departments, communes, hospitals, seminaries, charitable institutions, &c., are subject to an annual tax of 70 centimes in the franc of the principal ground-tax.

**Majority.**—In both sexes majority is attained at twenty-one years of age. There are certain exceptions in connection with marriage (see "Marriage"), otherwise at twenty-one years of age a Frenchman can do everything which appertains to the status of a French citizen. On attaining his or her majority a young man or woman born of a foreign parent in France (see "French Citizens—who are not"), and domiciled in France, can choose French or foreign citizenship. To retain the nationality of the parents an attestation in due form of the foreign Government in question is necessary. This attestation must be affixed to the declaration of choice of citizenship. A man who does not make this formal choice of nationality is liable to military service like any born Frenchman. The law in this case *presumes that the foreigner in question has chosen to remain a Frenchman.* (See also "Emancipation.")

#### REMARKS BY MR. VIGNAUD.

In regard to Art. 8, § 4, of the Civil Code, declaring that a child of a foreigner becomes a French citizen if, on attaining his majority and during the following year he does not decline French citizenship, deserves attention. The comments of Mr. Henry Vignaud, First Secretary of the United States Embassy at Paris, are very interesting. Mr. Vignaud says: "The son of an American, born in France, can claim the nationality of his father, but he must be supported in his claim by his Government. He cannot himself go to the French authorities and say, 'I claim the nationality of my father.' He must bring in support of his claim an attestation from his Government. The United States Embassy does not make any such attestation, and declines to take any action in such case when the applicant has been born in France, lived in France all his life, and never lived in the United States. If the applicant desires to go to the United States and establish himself there he will be entitled to American citizenship, and, consequently, entitled to a passport. So the applicant has to prove

**Majority**—(continued).

himself entitled to this attestation referred to in the Code. If this son of an American born in France be the son of a French naturalised American, the privilege of a disclaimer as a French citizen is denied him by the French Government.

"In regard to military service in France, that concerns many Americans who are naturalised. A Frenchman who has not performed his military service has not the right to be naturalised in any other country without the consent of his Government. So, if a Frenchman is naturalised in the United States before he has discharged all his military service in France, and returns to France with even an American passport and naturalisation papers as an American citizen, the French Government regard him as still a French citizen. They do not deny that he is an American—but they consider that he is French to the extent that he has military duty to perform. The French Government consider that a Frenchman has the right to renounce French citizenship only after he has served in the active army and the reserve of the active army. When this has been done, and the Frenchman has been naturalised and returns to France, the United States Embassy protects him as an American citizen.

"If the son of an American parent, however, happens to be born in France, and accompanies his father to the United States and lives there, and happens to come back to France, then, should the French authorities desire to claim him, the United States Embassy would be bound to protect him on the ground that the son of an American is an American, and, in this case, has shown his intention to be an American by residing in the United States. On the other hand, if he lives here with his father and declines to return to the United States, the Embassy declines to interfere." (See "Residence in France.")

**Marriage.****GENERAL VIEW OF FRENCH MARRIAGES.**

The American marriage may be considered as an individual system: the French marriage a mutual system. The former is workable under certain conditions where the latter would be obviously impracticable.

The French family is a domestic insurance society, while the American family is hardly secure without provident policies in some of the mighty insurance companies of the country. Compare life insurance in America with life insurance in France

**Marriage**—(continued).

(largely composed of American companies), and then compare the marriage life insurance system of the Code with the lack of material provision under analogous circumstances in America.

Over and over again have American women on a passing visit to Paris asserted their aversion to the French system of marriage, principally on account of the "odious dot" required by their prospective husbands or French wooers, or the wooers of other young American girls. "The Frenchman is mercenary," they say; "he marries the girl for money, and then he only thinks of how he can waste this money, and thus reduce the unfortunate wife to penury."

There are good husbands and bad husbands, but very much can be said for the French system in protecting a wife from a bad husband.

First of all, the *dot* is not obligatory by law, although its encouragement may be taken for granted. The *dot* is "the property which the wife brings to the husband to defray the charges of the household." A critical examination of the Code will show that the dominant idea of the *dot* is to defray the charges of the household only, and not designed to keep the husband in idleness and encourage him to live in an extravagant or vicious manner. The future wife who does not see to it that her marriage portion is properly protected before the marriage takes place (and it can be, and generally is, properly protected) has no one but herself or her parents or other advisers to thank if her great step in life turns out unhappily from a material point of view. But sometimes the most absolute safeguards are annulled by a stroke of the pen on the part of the wife.

The husband, in any case, does not appropriate her money outright, as his right by law. His is a sacred trust, and the money brought to him is his on trust. This is not because the husband is supposed to be a gentleman or a punctiliously honourable man, but because the law obliges the husband to be a sort of trustee for—not his wife only, but for the two of them considered as one individual. Thus the wife has a mortgage on his property for her dotal property the moment she is married. She has nothing to do to put this property under mortgage. It is simply a matter of law, and is, in fact, automatic. Her husband's property must indemnify her if he should waste her *dot*.

The husband takes this *dot* in trust, because both he and his wife must accept a responsibility which is left, in American

**Marriage**—(continued).

law, entirely to the affection or kindness or even charity of the married pair. For the latter must, if required, take care of their parents-in-law. On the ground of sentiment the husband is to be pitied! He must either give his father-in-law and his mother-in-law a place in his household, if required, or, if he does not wish this, he must find them a home, and if he refuses this his legal parents can sue him and recover what is thus due!

The only "solace" in all this is in the thought that if he or his wife, or both of them, are in need, they can, in turn, compel by law their legal parents to support them in an analogous manner.

Thus you have one very strong motive for a French married couple to keep together, for they have not only been united by marriage tie and relationships, but they have opted by virtue of this marriage to have one bank account, and the law sees that this theory is carried out, unless by previous and deliberate contract this plan is modified. This explains, to a great extent, much of the exclusiveness which is instinctive in a French family.

Now suppose a child is born of the marriage. Instantly by the silent, inflexible operation of the law, and by no arrangement or freedom of choice on the part of the child's parents, a new trust springs into existence. That little child puts forth his innocent finger and says, in effect, to his parents, "I forbid you to ever dispose of more than one-half of your property by giving it away or disposing of it by will!" So the "unfortunate husband" is fettered in a way no American husband is restricted, for the latter can do what he wishes with his own, whereas the French husband is a "slave of the law." It is, however, true that the father may squander money over which the child has no control. The mother then must act in her interests, which may largely affect those of her child.

If a married man dies intestate, his wife is provided for by law to, at least, the extent of the enjoyment of a fourth of the estate, and she may get the entire estate outright. She, or a wise parent, has anticipated anything further than this before she married, and so we must look to the marriage contract to see how she stands. In certain cases she gets all the property which she contributed, or which was contributed to the estate which sprang into existence at her marriage. In any case her children are not dependent upon any caprice of extravagance

**Marriage—(continued).**

on the part of the father, for the law will not permit property to be alienated to their prejudice.

A wasteful or inexperienced man in business matters or speculations can be saved from ruining the property of the married partnership in France by the wife applying for a separation of goods.

The *conseil judiciaire* which prevails in some of the American States in a modified form, and which places a husband under control in regard to spending property, is a great protection to a wife and children, and can be invoked in France.

The foregoing general observations on marriage in France appeared in an article under my name in the Paris edition of the *New York Herald*, March 24, 1901.

**WHO CAN MARRY.**

The law as to what bars an American or English woman from marrying is too well known in those countries for any comment here. Americans and English persons of both sexes have no special restrictions which require special explanation. But where a French man or woman marries, no matter in what part of the world, he or she is bound to follow the law of France as to certain requirements of the French law. *Otherwise the marriage is voidable for the period of one year, on the Frenchman or French woman returning to France.* Section 170 of the Civil Code says: "Marriage contracted in a foreign country (i.e., any country other than France) between French and between French and foreigners shall be valid if celebrated according to the usual forms of that foreign country provided that it was preceded by the publications prescribed in Article 63, and provided that the French person has done nothing in contravention of the provisions contained in the preceding chapter (chapter i.)." This chapter provides that the man must be eighteen and the woman fifteen years of age; that the consent of the parents must be obtained; that the contracting parties were not barred by degree of relationship. Another section of the Code provides that "within three months after returning to France the marriage celebrated in a foreign country must be registered."

**PROHIBITED DEGREES.**

Marriage between ascendants and descendants, between brother and sister and connections by marriage of the same degree. Marriages between uncle and niece, aunt and nephew,

**Marriage**—(continued).

and brothers- and sisters-in-law, though prohibited, may be allowed for weighty reasons by the President of the Republic, who can grant a dispensation.

**AGE FOR MARRIAGE.**

The man must have completed his eighteenth year and the woman her fifteenth year. The President of the Republic, however, can grant a dispensation in respect to age, for weighty reasons. Up to the age of twenty-five in the case of the man and twenty-one in the case of the woman the consent of the parents must be obtained. If this consent cannot be obtained, then the child may issue a sort of summons called *acte respectueux*, served on the parents or others acting in the parents' position.

**WHERE HELD.**

The marriage must be celebrated before the *officier de l'état civil*, or Mayor of the Commune of one of the two parties, and must be public.

**ACTES DE MARIAGE.**

One of the most vexatious points for foreigners in France is in connection with the necessary papers and documents for enabling the State official to perform the ceremony. These documents are: (1) The *bans*, or publications, which must be posted up twice at an interval of eight days, on the notice board of the town hall; (2) *acte de naissance*, or birth registration notice. When this is not obtainable, an *acte de notoriété* is necessary. This *acte de notoriété* is delivered by American and English lawyers and others, stating that it is not the custom in the country of the applicant to be furnished with an *acte de naissance*, and that a *déclaration* is sufficient. (3) An *acte authentique du consentement*, or authorisation, by the father and mother to marry. This is supplied by another lawyer's certificate stating that it is not the custom in the country of the applicant to be obliged to obtain the consent of the parents before marrying; this is called a *certificat de coutume*. (4) A certificate of residence for six months in the same commune prior to the marriage. The commune in question must be the commune in which the marriage is to take place. This certificate is generally given by the concierge or proprietor or other person of the house where the applicant resides.

**Marriage—(continued).****REGULATIONS AT THE TOWN HALL OR MAIRIE.**

For convenience in regard to what is required at the *Mairie* in the way of formalities and regulations for marriages in Paris the following should be carefully studied :

The publications of marriages last ten days and commence always the Sunday following the demand at the Mayor's office to publish the *bans*. The publications (*bans*) are received between the hours of 10 A.M. and 3 P.M. every day of the week except Saturday. The days specially set apart for marriages in Paris are Tuesdays, Thursdays, and Saturdays. The *fiancé* and his family are not allowed to publish the *bans* without authority from the *fiancée* and her family. In order to have the *bans* published it is necessary that the *fiancée* or her father and mother present themselves at the Mayor's office where the marriage is to take place and produce the following papers (*pièces*): (1) Attestations on ordinary paper—that is to say, not *papier timbré*—of the proprietor, or his manager, or the *concierge* of the place of residence for the preceding six months. This attestation must be *visaed* by the commissary of police of the quarter. Receipts for lease of rooms or apartments, &c., are NOT allowed to be received as evidence of six months' continuous residence. (2) Birth certificate or its equivalent. (3) If there has been a previous marriage, the certificate of death must be produced if the former husband or wife died ; if one or the other have been divorced, then a transcription of the divorce must be produced. (4) If either party be a minor and the parents be dead, the necessary authorisation must be produced from the *conseil de famille*. Whenever the like publication must be made elsewhere the party requiring it is given a duplicate of the *bans*.

Four days before the marriage is to take place at the Mayor's office the other papers must be produced. These are : (1) The written consent of parents (or its equivalent), or if dead, a death certificate. The equivalent of the consent of parents in the case of Americans or English is, as stated elsewhere, a certificate of custom showing that it is not the custom in these countries to require the consent of parents when the legal age for marriage has been reached. (2) In the case of a French person there is, as elsewhere shown, a necessity for producing the consent of the grandparents if the father and mother are dead. If the grandparents be dead, then their death certificates are required if they exist. If it is not known where they died,



**Marriage**—(continued).

then a declaration under oath is necessary to that effect. All these papers must be written on *papier timbré*, except the *concierge's* attestation and the consent of the *conseil de famille*. If any of these papers come from another department than the Seine, then these papers must be legalised before the proper officer.

## FORMALITIES AND CEREMONY.

The formalities of the civil marriage in France are prescribed by section 165 and following of the Civil Code. The marriage must be celebrated publicly and before the civil officer (either a Mayor or his deputy) of the domicile of one of the parties. The two publications of the banns or notices must be made in the municipality chosen for the future domicile of the married couple.

Sections 74 and following of the Civil Code ordains that on the day designated by the parties after the time for the publications the civil officer shall read to the parties in the City Hall, in the presence of four witnesses (related or not), the papers relating to the civil status of the parties and to the formalities of marriage, and he shall also read chapter vi. of the Civil Code relating to the respective rights and duties of husband and wife to be found under the title of marriage. (See "Duties of Married Woman.")

He shall then ask the future husband and wife and the persons authorising the marriage, if they are present, to declare whether a marriage contract has been made, and in case of the affirmative, the date of this contract and also the name and residence of the notary who has made it. (See "Tradesmen.")

He shall receive from each party, one after the other, the declaration that they wish to take each other as husband and wife; he shall declare in the name of the law that they are united by marriage, and he shall immediately draw up a certificate to that effect.

The civil marriage is *the* French marriage. If there is a religious ceremony after it this is not strictly a marriage at all. It is a *bénédiction*. In French newspapers you will see that the Rev. So-and-so *blessed* the marriage of So-and-so. A religious marriage must not, under heavy penalties, take place until *after* the civil marriage has been celebrated.

## DUTIES OF MARRIED WOMAN.

She must obey her husband; is obliged to live with him; must follow him where he deems proper to reside; she is in-

**Marriage**—(*continued*).

capable of any act relating to her status, civilly speaking, without the consent of her husband or the authority of court. Thus she cannot alienate property or mortgage it or acquire property or go to law (*ester en justice*). If the husband refuses to authorise her to any of these things the court may intervene and confer the necessary authority.

**MARRIED WOMAN CAN CARRY ON BUSINESS.**

She can, if in business, do everything necessary to carry on such business without the authority of her husband, and enter into contracts as a single woman, and can even render her husband responsible for her contracts if they are married under the system of community of property (which see). But even when carrying on business on her own account she cannot go to law (*ester en justice*) without his or the court's authority. (See "Tradesmen.")

In criminal matters, or when prosecuted for misdemeanours or infringement of police regulations, a wife has no necessity for her husband's authority for appearing in her own defence.

**POSITION OF MARRIED WOMAN.**

A married woman in France must, if she has means and her husband is poor, aid him. And this is so even after separation from bed and board (*séparation de corps*). She cannot execute any *civil acte* without the authority of her husband or a competent court. She cannot in her individual capacity make gifts; transfer her property of any kind whatsoever; she cannot mortgage; she cannot acquire property either for a valuable consideration or gratuitously; she cannot go to law without her husband's authorisation or that of a court, although she can defend herself when prosecuted criminally in her own right; she cannot engage in commerce without her husband's authorisation; but when this authority is accorded she can, of herself, bind her property and conduct her business independently of her husband as if an unmarried woman; she can even, when carrying on business on her own account, bind her husband's estate if she was married under the "community system." A married woman, however, has much freedom in the administration of her property when this right has been reserved before she was married, by the marriage contract (*contrat de mariage*) accorded her by the provisions under *séparation de biens*.

**Marriage—(continued).****CHANGING NATIONALITY.**

A French woman on marrying an American becomes, naturally, an American ; but on the death of her husband she may become a French subject again if she so desires. But she must in that case reside in France and make a declaration of residence.

**SECOND MARRIAGES.**

A woman cannot contract a new marriage until ten months have elapsed from the time of the dissolution of the former marriage. There is no delay imposed by the law as to the husband. Thus a widower may marry at any time after the death of his wife. The same applies in the case of divorce.

**MARRIAGES BETWEEN BRITISH SUBJECTS AND FOREIGNERS.**

So many complications and causes of unhappiness have arisen from mixed marriages or marriages between British subjects and foreigners that in England the subject has been dealt with by the LORD BISHOP OF LONDON in two Orders. The first Order to which I refer was issued in July 1901. This was superseded later on (October) in that year. By SPECIAL AUTHORITY OF HIS LORDSHIP I am able to publish the FULL TEXT of this Order. It will be seen that this Order is intended to warn British subjects against entering into foreign marriages without careful attention in regard to all the formalities and understanding the *consequences* of such unions in the Diocese of London. The Order, however, has a distinct bearing on Anglo-French marriages in any country where such a step is contemplated :

“Marriages in England of foreigners, or of foreigners with British subjects, are, if performed in accordance with the requirements of English law, valid throughout the British Empire. But marriages in England of or with foreigners will not be necessarily valid in the countries to which they belong unless the legal requirements of those countries are complied with.

“The Bishop is informed that every year cases arise in which Englishwomen, who have been married to foreigners in this country without complying with the Marriage Law of the country to which the foreigners belong, have been deserted or repudiated.

“The Secretary of State for Foreign Affairs has made international arrangements with the Governments of France and Belgium under which the Consul of France and the Belgian Minister respectively are required, on application, to ascertain, in the case of a party to an intended marriage being of French or Belgian nationality, if the legal

**Marriage**—(continued).

requirements of their country have been complied with, and to furnish a certificate to that effect. No such arrangement has as yet been made with other foreign Governments.

"The Bishop therefore directs that where a foreigner, being of French or Belgian nationality, whose permanent residence is in England, is a party to a marriage by banns, with an English subject, in the Diocese of London, the clergyman of the parish shall require, *before* the solemnisation of the marriage, the production of a certificate from the Consul of the country to which the foreigner belongs, that all the *legal requirements* necessary to the validity of the marriage in that country have been complied with.

"The Bishop further directs that where *both parties* to a marriage in the Diocese of London are foreigners, or where one of the parties is a foreigner belonging to any other country except that of France or Belgium, or is a foreigner *without a permanent residence in England*, the marriage shall be by licence, which will not be granted unless the Chancellor of London is satisfied that there has been compliance with the law of the foreign country to which either belongs."

## AMERICAN CONSULAR.

Unlike the English Consular regulations, which allow in certain cases (see "Marriage—British Consular") an English Consul—and very much more rarely an English Ambassador—to perform the marriage ceremony in accordance with the provisions of the English Marriage Acts, THE CONSULS OF THE UNITED STATES are FORBIDDEN to do so. An American Consul, however, may *witness* a marriage, and this fact gives the affair a solemnity and enables the marriage to be recorded in the Government archives in a formal manner. The practice has its uses and advantages. The following are the most important regulations referred to :

"A Consular officer of the United States has no power to celebrate marriages in a Christian country between citizens of the United States, unless specifically authorised by the laws of the country to do so. In non-Christian countries his authority to perform this rite is not sufficiently well established and defined in the jurisprudence of the United States to justify action upon it. It is deemed safer to forbid Consular officers, and they are hereby forbidden, to solemnise marriages in any case.

"A Consular officer may, when requested, be an official witness of the ceremony of marriage where one of the contracting parties is a citizen of the United States. In all cases of marriage in the presence of a Consular officer, he shall give to

**Marriage**—(continued).

each of the parties a certificate of such marriage, and shall also send forthwith a certificate thereof to the Department of State.

"This certificate must be under the official seal of the Consulate, and must give the names of the parties, their ages, places of birth and residence, the date and place of the marriage, and must certify that the marriage took place in the presence of the Consular officer giving the certificate."

**BRITISH CONSULAR.**

It may be found useful to know the places where the British Consul holds a marriage warrant. For it must *not* be supposed that every Ambassador or Consul in his Majesty's service has power to celebrate marriages. This is a power conferred only by warrant by a Secretary of State by virtue of Article 11 of the "Foreign Marriage Act, 1892."

**BRITISH MARRIAGE OFFICERS.**

Vienna, the Consul-General; Prague, the Consul; Budapest, the Consul; Trieste, the Consul; Antwerp, the Consul; Ostend and Bruges, the Vice-Consul; Sophia, the Agent and Consul-General; Philippopolis, the Vice-Consul; Copenhagen, the Consul; Reykjavik, the Consul; St. Thomas and Ste. Croix, the Consul; Cairo, the Consul; Alexandria, the Consul; Port Said, the Consul; Suez, the Consul; Ajaccio, the Consul; Algiers, the Consul-General; Antananarivo, the Consul; Paris, Bordeaux, the Consul; Bayonne, the Consul; Biarritz, the Consul; Pau, the Consul; Brest, the Consul; Calais, the Consul; Boulogne, the Consul; Cherbourg, the Consul; St. Malo, the Consul; Dunkirk, the Consul; Havre, the Consul-General; Dieppe, the Vice-Consul; La Rochelle, the Consul; St. Nazaire and Nantes, the Vice-Consul; Marseilles, the Consul; Hyères, the Vice-Consul; Nice, the Consul; Cannes, the Consul; Mentone, the Vice-Consul; Rouen, the Consul; Corfu, the Consul; Piræus, the Consul; Patras, the Consul; Syra, the Consul; Brindisi, the Consul; Cagliari, the Consul; Florence, the Consul; Leghorn, the Vice-Consul; Venice, the Consul; Genoa, the Consul; Bordighera, San Remo, Spezia, the Vice-Consul; Milan, Palermo, the Consul; Messina, the Vice-Consul; Monaco, Muscat, Amsterdam, the Consul; Bushire, the Consul-General; Ispahan, the Consul; Meshed, the Consul-General; Tabreez, the Consul-General; Beira, Loanda, Oporto, the Consul; Galatz, the Consul-General; Kustendjie, the Vice-Consul; Moscow, the

**Marriage**—(continued).

Consul; Batoum, the Consul; Odessa, the Consul-General; Kieff, the Consul; Riga, the Consul; Taganrog, the Consul; Berdiansk, the Vice-Consul; Warsaw, the Consul-General; Madrid, the Ambassador; Barcelona, the Vice-Consul; Bilbao, the Consul; Cadiz, the Consul; Corunna (Galicia), the Consul; Malaga, the Consul; Cartagena, the Vice-Consul; Santa Cruz, Teneriffe, the Vice-Consul; Las Palmas, the Vice-Consul; Orotava, the Vice-Consul; Gottenburg, the Vice-Consul; Christiania, the Consul-General; Geneva, Lausanne, the Consul; Zurich, the Consul-General; Berne, the Consul; Constantinople, the Consul; Aleppo, the Consul; Baghdad, the Consul-General; Basrah, the Consul; Beirout, the Consul-General; Crete, the Consul-General; Damascus, the Consul; Erzeroum, the Consul; Moush, the Vice-Consul; Jeddah, the Consul; Jerusalem, the Consul; Salonica, the Consul-General; Smyrna, the Consul; Trebizond, the Consul.

**CONTRAT DE MARIAGE.**

The French marriage contract is not what is understood in England or America by a "marriage settlement." Kelly, in his able work, "French Law of Marriage," points out that these two contracts "are very different in their extent and operation. A French *contrat de mariage*, or ante-nuptial contract, modifies the capacity of the parties not merely as to determinate property described therein, but also as to various classes of property not specifically designated, either possessed at the time of the marriage or after acquired. In other words, the parties place themselves under one of a series of *régimes*, systems, or bodies of rules which governs all their property relations in general. A marriage settlement, on the contrary, deals with specifically designated property, and in no way purports to restrict or extend the capacities of the parties derived from common law or statute except in so far as it may do so in respect of the specific property which forms the object of the settlement." \* So it is evident that a young American or English lady marrying under the French law has to clearly understand her position in order to save her misunderstandings after the marriage is solemnised. Now the marriage contracts and all agreements connected with marriage must be made before a notary. When the contract is signed the notary must hand over to the parties a certificate, free of charge, setting forth the names, residence of the future couple, and the date of the contract. This certificate is subse-

\* "French Law of Marriage," p. 81.

**Marriage—(continued).**

quently handed to the official known as the *officier de l'état civil*, or registrar, before the celebration of the marriage. In the case of a *dot*, or marriage portion, being contributed by the wife, it must be clearly understood that this cannot be constituted, or if constituted increased when once the marriage has been celebrated.

The first question asked a *fiancée* by her legal adviser is, "What class or system (*régime*) are you going to be married under?" Generally the answer is, "I do not know." The various systems have then to be explained. It is to assist the future couple to decide this matter before going to a lawyer that the following explanations are given: First of all, then, the question applies to the material or money arrangements to be made in connection with the marriage. Remember that if you do not attend to this yourself the law arranges this for you. It is prudent to study the question for yourself. Thus, if the wife brings no *dot* or portion to her husband, one is implied all the same, as property may come to the wife during the marriage. So that in theory there is always a *dot*.

There are four kinds of systems governing property existing, or which may come into existence, during the marriage. These are:

**(1) COMMUNITY SYSTEM.**

Having property in common or *en communauté*, or common system. The common system comprehends as credits all personality which the couple possess on the day of the marriage, as well as all personality which falls to them during the marriage by way of succession or gift unless the donor expressly states to the contrary; all interests, rents, &c., accruing from the property of the couple falling due during the marriage of any kind whatsoever; all realty acquired during marriage. In the way of debts the common estate is liable for all personal debts which the couple is burdened with on the day of the celebration of the marriage; all debts contracted by the husband or the wife with the consent of the husband during marriage; arrears due by either spouse privately; repairs to real property, the use of which does not enter into the common estate; and, finally, the maintenance of the couple and the education and care of the children and every other expenses consequent upon the marriage.

The common estate is administered by the husband; he can sell the common property, transfer or convey it away, and he

**Marriage**—(continued).

can mortgage it without having to obtain previously the consent of the wife. So absolute is the power of the husband over the common estate that the wife cannot touch it even to pay fines, &c., to get her husband out of prison, unless the court allows her to do so, which authority has to be duly applied for. The husband can do what he likes with the personal property of his wife. He cannot, however, alienate her real estate without her permission. The wife has the right, if she sees that the property which she brought to the common estate is in peril, to obtain what is called a "separation of goods." This dissolves the common estate. So also does death, divorce, or separation from bed and board.

**(2) EXCLUSION DE COMMUNAUTÉ.**

In this system each party retains the fortune brought by him or her (as the case may be) to the marriage. The husband, however, has the right to the management of the entire estate belonging to the married couple.

**(3) SÉPARATION DE BIENS.**

Here each party retains the sole management of his or her entire estate, the husband having no control whatever over his wife's property, the wife being left absolutely free to manage her own patrimony herself. This system, styled by the Code *Régime de la Séparation de Biens*, approaches the system generally in vogue in the United States.

**(4) RÉGIME DOTAL.**

The *régime dotal*, or dowry system, is that in which the wife's property is divided into *biens dotaux* and *biens paraphernaux*. The wife has the control over her *biens paraphernaux* and can dispose of the revenues arising therefrom as she wishes. On the contrary, the management and possession of the *biens dotaux* is vested in the husband. But these *biens dotaux* are INALIENABLE, the husband being precluded from disposing of them by way of sale or gift, &c. It is well to have a clear idea of this system, which is a precaution taken by the Code to prevent a frivolous or spendthrift husband from squandering the wife's fortune. While the wife is thus protected by the law I feel it a duty to point out to my compatriots and English readers that a system of this kind, logical as it may seem to American and English minds, is not considered always in the same light in France. "Aussi," remarks an eminent French



**Marriage**—(continued).

barrister, "le régime dotal est-il toujours un peu injurieux et pénible pour l'amour propre du mari."

## OTHER SYSTEMS.

It is important to observe that these four systems mentioned by the Code are NOT BINDING. Any other arrangement amplifying or modifying the provisions of the Civil Code can be made. These "other arrangements" are set forth in the Code, and are generally one of the following modifications of the "Community System": (1) Common estate only as regards property acquired during marriage and derived from the common industry or economy of the couple. No debts, existing or future, can be charged to the common estate, and the personal property of each spouse is separate. This modification is called *communauté réduite aux acquêts*. The second modification is (2) when all the personal property of the couple is excluded from the common estate either entirely or in part. (3) Both or either of the married persons may stipulate that the whole, or a part, of their real estate shall enter into the common estate (*ameublissement*). (4) Payment of one's separate personal debts. (5) The wife can stipulate that she shall have all the property restored to her which she shall have contributed, upon the dissolution of the common estate. (6) In case of death of husband, that the widow can take out of the estate certain property before the estate is divided, called *préciput*. (7) An arrangement may be made whereby, in case of death, the survivor takes less than his or her half of the common estate. (8) An universal common estate may be created, whereby all real and personal property owned at the time, or which may be acquired, or all their worldly possessions owned at the time, or all their property to be acquired, fall into the common estate.

While these eight preceding modifications of the common estate are provided by law, any other modifications can be adopted which do not conflict with the law regulating the father's authority over his children or husband's authority over his wife, nor rights conferred on the survivor of the marriage. (See "Forms.")

If no ante-nuptial contract has been entered into, then the *Communauté Légale* (first system) is ASSUMED to have been adopted.

**Marriage (Breach of Promise of).**

(See "Breach of Promise.")

**Marriage Settlement.**

(See "*Marriage—Contrat de Mariage*," and "Forms.")

**Mayor.**

In Paris there is no Mayor. The place of this officer is filled by the Prefect of Police. Where mention is made of applications having to be made at the Prefecture of Police, substitute the word "Mayor" if living out of Paris.

**Masons.**

(See "*Architects*.")

**Metric System.**

Metric system of weights and measures and tables for the conversion of metric weights and measures into customary United States equivalents and the reverse.

In the metric system, the metre is the base of all the weights and measures which it employs.

The metre was intended to be, and is very nearly, one ten-millionth part of the distance measured on a meridian of the earth from the equator to the pole, and equals about 39·37 inches, or nearly 3 feet  $3\frac{3}{8}$  inches.

The metre is the primary unit of length.

Upon the metre are based the following primary units: the square metre, the are, the cubic metre or stere, the litre, and the gram.

The square metre is the unit of measure for small surfaces; as the surface of a floor, table, &c.

The are is the unit of land measure; this is a square whose side is ten metres in length, and which contains one hundred square metres.

The cubic metre, or stere, is the unit of volume; this is a cube whose edge is one metre in length.

The litre is the unit of capacity; this is the capacity of a cube whose edge is one-tenth of a metre in length.

The gram is the unit of weight; this is the weight of distilled water contained in a cube whose edge is the one-hundredth part of a metre; a gram is therefore the one-thousandth part of a kilogram and the one-millionth part of a metric ton.

**Metric System—(continued).****MEASURES OF LENGTH.**

Metric Denominations and Values.		Equivalents in Denominations in Use.
Myriametre	10,000 metres	6·2137 miles
Kilometre	1,000 metres	·62137 mile, or 3280 ft. 10 in.
Hectometre	100 metres	328 feet 1 inch
Dekametre	10 metres	393·7 inches
Metre	1 metre	39·37 inches
Decimetre	·1 metre	3·937 inches
Centimetre	·01 metre	·3937 inch
Millimetre	·001 metre	·0394 inch

**MEASURES OF SURFACE.**

Metric Denominations and Values.		Equivalents in Denominations in Use.
Hectare	10,000 square metres	2·471 acres
Are	100 square metres	119·6 square yards
Centare	1 square metre	1550 square inches

**COMMON MEASURES AND WEIGHTS, WITH THEIR METRIC EQUIVALENTS.**

The following are some of the measures in common use, with their equivalents in measures of the metric system :

Common Measures.	Equivalents.	Common Measures.	Equivalents.
1 inch	2·54 centimetres	1 cord	3·624 steres
1 foot	·3048 metre	1 liquid quart	·9465 litre
1 yard	·9144 metre	1 gallon	3·786 litres
1 rod	5·029 metres	1 dry quart	1·101 litres
1 mile	1·6093 kilometres	1 peck	8·811 litres
1 square inch	6·452 sq. centimetres	1 bushel	35·24 litres
1 square foot	·0929 sq. metre	1 ounce av'd.p.	28·35 grams
1 square yard	·8361 sq. metre	1 pound av'd.p.	·4536 kilogram
1 square rod	25·29 sq. metres	1 ton (2000 lbs.)	·9072 metric ton
1 acre	·4047 hectare	1 ton (2240 lbs.)	1·016 metric ton
1 square mile	259 hectares	1 grain troy	·0648 gram
1 cubic inch	16·39 cub. centimetres	1 ounce troy	31·104 grams
1 cubic foot	·02832 cub. metre	1 pound troy	·3732 kilogram
1 cubic yard	·7646 cub. metre		

## MEASURES OF CAPACITY.

Metric Denominations and Values.			Equivalents in Denominations in Use.	
Names.	No. of Litres.	Cubic Measure.	Dry Measure.	Liquid or Wine Measure.
Kilolitre or Stere	1000	1 cubic metre	1·308 cubic yds.	264·17 gals.
Hectolitre	100	·1 cubic metre	2 bush. 3·35 pks.	26·417 gals.
Dekalitre	10	10 cubic decimetres	9·08 quarts	2·6417 gals.
Litre	1	1 cubic decimetre	·908 quart	1·0567 qts.
Decilitre	·1	·1 cubic decimetre	6·1022 cubic in.	·845 gill
Centilitre	·01	10 cubic centimetres	·6102 cubic in.	·338 fl. oz.
Millilitre	·001	1 cubic centimetre	·061 cubic in.	·27 fl. dram.

## WEIGHTS.

Metric Denominations and Values.			Equivalents in Denominations in Use.
Names.	Number of Grams.	Weight of what Quantity of Water at Maximum Density.	Avoirdupois Weight.
Metric ton	1,000,000	1 cubic metre	2204·6 pounds
Quintal	100,000	1 hectolitre	220·46 pounds
Myriagram	10,000	1 dekalitre	22·046 pounds
Kilogram or kilo	1,000	1 litre	2·2046 pounds
Hectogram	100	1 decilitre	3·5274 ounces
Dekagram	10	10 cubic centimetres	·3627 ounce
Gram	1	1 cubic centimetre	15·432 grains
Decigram	·1	·1 cubic centimetre	1·5432 grains
Centigram	·01	10 cubic millimetres	·1543 grain
Milligram	·001	1 cubic millimetre	·0154 grain

# TABLES FOR THE CONVERSION OF METRIC WEIGHTS AND MEASURES INTO CUSTOMARY UNITED STATES EQUIVALENTS AND THE REVERSE.

From the legal equivalents are deduced the following tables for converting United States weights and measures.

CUSTOMARY TO METRIC.									
LINEAR MEASURE.									
Metres.	Inches.	Metres.	Feet.	Metres.	Yards.	Kilo- metres.	Miles.	Centl. metres.	Inches.
1 = 39.37	1 = 39.37	1 = 39.37	1 = 39.37	1 = 39.37	1 = 0.98823	1 = 0.62137	1 = 2.54	1 = 0.304798	1 = 0.914393
2 = 78.74	2 = 78.74	2 = 78.74	2 = 78.74	2 = 78.74	2 = 1.97646	2 = 1.24274	2 = 5.08	2 = 0.609596	2 = 1.828787
3 = 118.11	3 = 118.11	3 = 118.11	3 = 118.11	3 = 118.11	3 = 2.97269	3 = 1.86411	3 = 7.62	3 = 0.914393	3 = 2.743179
4 = 157.48	4 = 157.48	4 = 157.48	4 = 157.48	4 = 157.48	4 = 3.96492	4 = 2.48548	4 = 10.16	4 = 1.219191	4 = 3.657574
5 = 196.85	5 = 196.85	5 = 196.85	5 = 196.85	5 = 196.85	5 = 4.95715	5 = 3.10685	5 = 12.70	5 = 1.523989	5 = 4.571966
6 = 236.22	6 = 236.22	6 = 236.22	6 = 236.22	6 = 236.22	6 = 5.94938	6 = 3.72822	6 = 15.24	6 = 1.828787	6 = 5.486358
7 = 275.59	7 = 275.59	7 = 275.59	7 = 275.59	7 = 275.59	7 = 6.94161	7 = 4.34959	7 = 17.78	7 = 2.138584	7 = 6.400753
8 = 314.96	8 = 314.96	8 = 314.96	8 = 314.96	8 = 314.96	8 = 7.93384	8 = 4.97096	8 = 20.32	8 = 2.438882	8 = 7.315148
9 = 354.33	9 = 354.33	9 = 354.33	9 = 354.33	9 = 354.33	9 = 8.92607	9 = 5.59233	9 = 22.86	9 = 2.743179	9 = 8.229537
SQUARE MEASURE.					CUBIC MEASURE.				
Centl. metres.	Inches.	Metres.	Feet.	Metres.	Yards.	Metres.	Feet.	Metres.	Feet.
1 = 0.155	1 = 10.764	1 = 10.764	1 = 10.764	1 = 10.764	1 = 1.196	1 = 35.315	1 = 0.02832	1 = 0.08290	1 = 0.836
2 = 0.310	2 = 21.528	2 = 21.528	2 = 21.528	2 = 21.528	2 = 2.392	2 = 70.631	2 = 0.05663	2 = 0.16881	2 = 1.672
3 = 0.465	3 = 32.292	3 = 32.292	3 = 32.292	3 = 32.292	3 = 3.588	3 = 105.947	3 = 0.08495	3 = 0.27871	3 = 2.508
4 = 0.620	4 = 43.055	4 = 43.055	4 = 43.055	4 = 43.055	4 = 4.784	4 = 141.262	4 = 0.11326	4 = 0.37161	4 = 3.344
5 = 0.775	5 = 53.819	5 = 53.819	5 = 53.819	5 = 53.819	5 = 5.980	5 = 176.578	5 = 0.14158	5 = 0.46452	5 = 4.181
6 = 0.930	6 = 64.583	6 = 64.583	6 = 64.583	6 = 64.583	6 = 7.176	6 = 210.894	6 = 0.16990	6 = 0.55742	6 = 5.017
7 = 1.085	7 = 75.347	7 = 75.347	7 = 75.347	7 = 75.347	7 = 8.372	7 = 247.209	7 = 0.19821	7 = 0.65032	7 = 5.853
8 = 1.240	8 = 86.111	8 = 86.111	8 = 86.111	8 = 86.111	8 = 9.568	8 = 282.525	8 = 0.22653	8 = 0.74323	8 = 6.689
9 = 1.395	9 = 96.874	9 = 96.874	9 = 96.874	9 = 96.874	9 = 10.764	9 = 317.840	9 = 0.25484	9 = 0.83613	9 = 7.525

LIQUID MEASURE.					DRY MEASURE.					LIQUID MEASURE.				
Centi- litres.	Fluid Ounces.	Litres.	Quarts.	Gallons.	Hecto- litres.	Bushels.	Bushels.	Hecto- litres.	Fluid Ounces.	Centi- litres.	Quarts.	Litres.	Gallons.	Litres.
1 = 0.388		1 = 0.567		1 = 0.26417		2 = 8.375		1 = 0.35242	1 = 2.957		1 = 0.94636		1 = 3.78544	
2 = 0.676		2 = 2.1134		2 = 0.52834		2 = 5.6750		2 = 0.70485	2 = 5.915		2 = 1.89272		2 = 7.57088	
3 = 1.014		3 = 3.1700		3 = 0.79251		3 = 8.5125		3 = 1.05727	3 = 8.872		3 = 2.83908		3 = 11.36632	
4 = 1.352		4 = 4.2267		4 = 1.05668		4 = 11.3500		4 = 1.40969	4 = 11.830		4 = 3.78544		4 = 15.14176	
5 = 1.691		5 = 5.2834		5 = 1.32085		5 = 14.1875		5 = 1.76211	5 = 14.787		5 = 4.73180		5 = 18.92720	
6 = 2.029		6 = 6.3401		6 = 1.58502		6 = 17.0250		6 = 2.11454	6 = 17.744		6 = 5.67816		6 = 22.71264	
7 = 2.368		7 = 7.3968		7 = 1.84919		7 = 19.8625		7 = 2.46896	7 = 20.702		7 = 6.62452		7 = 26.49808	
8 = 2.706		8 = 8.4534		8 = 2.11388		8 = 22.7000		8 = 2.81938	8 = 23.659		8 = 7.57088		8 = 30.28352	
9 = 3.043		9 = 9.5101		9 = 2.37753		9 = 25.5375		9 = 3.17181	9 = 26.616		9 = 8.51724		9 = 34.06896	

WEIGHT (AVOIRDUPOIS).					WEIGHT (AVOIRDUPOIS).					WEIGHT (AVOIRDUPOIS).				
Centi- grams.	Grains.	Kilo- grams.	Ounces.	Pounds.	Metric Tons.	Long Tons.	Grains.	Centi- grams.	Ounces.	Grams.	Pounds.	Kilo- grams.	Long Tons.	Metric Tons.
1 = 0.1543		1 = 35.274		1 = 2.20462	1 = 0.9842		1 = 6.4799	1 = 28.3495	1 = 0.45359		1 = 0.0161			
2 = 0.3086		2 = 70.548		2 = 4.40924	2 = 1.9684		2 = 12.9598	2 = 56.6991	2 = 0.90719		2 = 2.0321			
3 = 0.4630		3 = 105.822		3 = 6.61386	3 = 2.9526		3 = 19.4397	3 = 85.0486	3 = 1.36078		3 = 3.0482			
4 = 0.6173		4 = 141.096		4 = 8.81849	4 = 3.9368		4 = 25.9196	4 = 113.3981	4 = 1.81437		4 = 4.0642			
5 = 0.7716		5 = 176.370		5 = 11.02311	5 = 4.9210		5 = 32.3996	5 = 141.7476	5 = 2.26796		5 = 5.0803			
6 = 0.9259		6 = 211.644		6 = 13.22773	6 = 5.9052		6 = 38.8793	6 = 170.0972	6 = 2.72166		6 = 6.0963			
7 = 1.0803		7 = 246.918		7 = 15.43235	7 = 6.8894		7 = 45.3592	7 = 198.4467	7 = 3.17515		7 = 7.1124			
8 = 1.2346		8 = 282.192		8 = 17.63697	8 = 7.8736		8 = 51.8391	8 = 228.7962	8 = 3.62874		8 = 8.1284			
9 = 1.3889		9 = 317.466		9 = 19.84159	9 = 8.8578		9 = 58.3190	9 = 255.1457	9 = 4.08233		9 = 9.1445			

**Midwives.**—(See "Professions," "Professional Secrets.")

### **Military Service.**

The law regarding military service in France is quite simple so far as French citizens are concerned, and when it is perfectly clear as to the nationality. When the foreign element is introduced into the question, however, complications not unfrequently arise in connection with the application of the law of July 15, 1889. Every Frenchman must serve twenty-five years. This period is split up into periods. First and foremost there is the active service of three years; then there is another period of "reserve" service, which is spread over seven years; then comes the "territorial" service of six years; and, finally, the reserve territorial service of nine years. Formerly the term of active military service in France was seven years. This was reduced to five years, and then to three years. The tendency of modern legislation in France is to still further reduce the term of active service.

The law of 1889 declares exempt young men whose physical infirmities render them incapable to render active or auxiliary service.

Then there are circumstances which shorten the term of service of the young soldier, such as the fact that he has orphan brothers or sisters to provide for; the only son of a widow, the oldest son of a widow; the oldest or only son of a family of seven children; the older of two brothers enrolled in the same year, &c., shorten the service, in time of peace, TO ONE YEAR.

The exemption which will interest many Americans and Englishmen born in France is found in Article 23, § 2, and following paragraphs of the law of 1889. This declares that in time of peace, after ONE YEAR OF ACTIVE SERVICE, and on an application being made to that effect (by a formal *déclaration* before his majority), young men are discharged from the remainder of their term of active service who have obtained or who are pursuing their studies with the view of obtaining their diploma of "*Licencié ès Lettres, ès Sciences, Docteur en Droit, Docteur en Médecine, pharmacien* of first class, Veterinary," &c., also *Prix de Rome*, or prize or medal from the State in the annual competitions at the *Ecole Nationale des BEAUX ARTS*, *CONSERVATOIRE DE MUSIQUE*, and *Ecole Nationale des Arts Décoratifs*; young men following art industries, under certain conditions; theological students. But it is not sufficient to merely STUDY for the degrees, &c., above referred to. The

**Military Service**—(continued).

students who would claim the exemption **MUST OBTAIN THEIR DIPLOMA OR PRIZE BEFORE THE AGE OF TWENTY-SIX YEARS. OTHERWISE THEY MUST SERVE THE REMAINING TWO YEARS ON THE ACTIVE LIST.**

While it may be justly considered that the question of nationality should be discussed under that separate head, it seems to me excusable, on the grounds of convenience, to introduce here a portion of my article on "Nationality" in connection with military service. The question is frequently asked, how may children of foreigners be exempted from military service on the grounds of nationality?

Every child born of foreign parents in France is presumed to be French, unless in the year following his majority the young man makes a declaration electing the adoption of his father's nationality. This declaration is invalid unless filed at the office of the Minister of Justice, and, furthermore, this declaration (as well as all the other formalities in this regard) must be complied with **AT THE PROPER TIME.**

Article 8 of the Civil Code insists that the young man **MUST PROVE THAT HE HAS PRESERVED THE NATIONALITY OF HIS PARENTS.**

Here is sometimes a difficulty to be overcome. (See under "Americans," "Foreigners," "Frenchmen.")

This proof of having preserved his nationality must be made by means of an **ATTESTATION.**

**AND THIS ATTESTATION MUST BE MADE IN DUE FORM OF HIS OWN GOVERNMENT.**

Exemption from military service is applicable to young men born in France whose father is a foreigner. But if this father was born in France, and has elected to adopt foreign nationality, then the son of this foreigner cannot claim exemption. In other words, in cases where the exemption applies to a son it will not apply to the grandson. Thus an American citizen comes to France and has a son born in France. Exemption (if all the formalities are complied with) may be claimed for this son. But suppose that this same son lives in France, and has a son born in France, then this last-named son cannot claim exemption.

Very well, then, let us take the case of a young man born in France whose father is a foreigner. The exemption applies under the law of 1889, and if he wishes to make use of this privilege of exemption he must **REPUDIATE HIS FRENCH NATIONALITY**, for as he was born in France the presumption is that he



**Military Service**—(continued).

is French, and he must repudiate this French nationality, and this repudiation must be formally made AT THE PROPER TIME, and the proper time is DURING THE YEAR OF HIS MAJORITY.

Questions arise in regard to military service when (A) the mother, originally French, but who, on marriage, has become, by operation of law, of the same nationality as her husband, returns to her original civil status according to prescribed legal formalities in certain cases; and (B) a Frenchman who has lost his French nationality, but who subsequently, by decree to that effect, is restored to his French nationality; and (C) when the father has been naturalised.

(A) Where the mother, originally French, loses this quality by her marriage, but who, on the death of her husband, becomes reintegrated French. Section 19 of the Civil Code, as amended by the law of June 26, 1887, declares that a French woman who marries an alien follows the nationality of her husband unless her marriage does not confer his nationality upon her, and in that event she remains French. If her marriage is dissolved by the DEATH OF HER HUSBAND or by DIVORCE SHE RECOVERS HER FRENCH NATIONALITY, with the authorisation of the Government, provided she resides in France or returns declaring that she intends to remain there.

In case the marriage is dissolved by the death of the husband French nationality may be awarded AT THE REQUEST OF THE MOTHER TO THE MINOR CHILDREN BY THE SAME DECREE OF REINSTATEMENT, OR BY A SUBSEQUENT DECREE IF THE APPLICATION IS MADE BY THE GUARDIAN WITH THE APPROVAL OF THE FAMILY COUNCIL.

(B) Article 18 of the Civil Code, as amended by the law of June 26, 1889, declares that a Frenchman who has lost his French nationality can recover it if he resides in France by obtaining his reinstatement by decree. French nationality may be conferred by the same decree upon his wife AND THE CHILDREN OF FULL AGE IF THEY APPLY FOR IT. THE MINOR CHILDREN OF THE FATHER OR MOTHER WHO HAVE BECOME REINSTATED BECOME FRENCH UNLESS THEY DECLINE SUCH NATIONALITY WITHIN THE YEAR FOLLOWING THEIR MAJORITY.

(C) The results of naturalisation on the children of the naturalised parent in connection with military service in France: Article 12 of the Civil Code, as amended by the law of June 26, 1889, declares that MINOR CHILDREN OF A SURVIVING FATHER OR MOTHER WHO ARE NATURALISED BECOME FRENCH DURING THE

**Military Service**—(continued).

YEAR FOLLOWING THEIR MAJORITY UNLESS THEY DECLINE SUCH NATIONALITY. ("Declaration of Election, &c.")

Let us now examine the working of the Military Service Law of 1889 so far as it affects the sons of foreign parents.

This law should be carefully studied and clearly understood by foreigners who have sons liable to be called "under the colours." Negligence to protect them in regard to technical points of the law may entail much trouble and anxiety where the parents desire to have their sons exempted from military service. To begin with, it is prudent not to wait until your son is twenty-one years of age before beginning to inquire about military service. The law of 1889 becomes applicable WHEN THEY ARE TWENTY YEARS OF AGE so far as the *preliminaries* OF THE MILITARY OFFICIALS ARE CONCERNED. The law declares that every year, for the formation of the military *classe* census tables, or recruiting lists, in regard to young men who have attained the age of twenty full years in the preceding year, and who are domiciled in one of the communes of the canton, are inscribed by the mayors of such commune (1) upon the strength of the declaration made by the parents or guardians of the young men about to attain their majority; and (2) on the strength of the details given in the State registers and other documents and information. These tables state the profession of each of the young men inscribed. These tables are published and posted in each of the communes according to law. THE LAST PUBLICATION IS—AT LATEST—MADE ON JANUARY 15 IN EACH YEAR. A notice is published fixing the date for examination of these tables and the designation of numbers given by lot to the young men inscribed.

Those who are born in France of foreign parents and reside in France are equally inscribed with those who are born of French parents. These young men born of foreign parents CAN MAKE THEIR CLAIM AGAINST SUCH INSCRIPTION AT THE TIME OF THE EXAMINATION OF THE CENSUS TABLE AND AT THE TIME OF THEIR CONVOCATION TO THE COUNCIL OF REVISION. IF THEY DO NOT MAKE A CLAIM AGAINST BEING INSCRIBED THEN THE DRAWING FOR NUMBERS BY LOT APPLIES TO THEM AND IS VALID. (This is so considered by the Civil Code, which, at Article 9, declares that (3) "He also becomes French, if, having been placed upon the recruiting lists he allows it to remain without setting up his status as alien.") (See also above, "B" and "C.")

The examination of the recruitment tables and the drawing by lot are held at the principal town of the canton in public

audience and before the Sub-Prefect together with the mayors of the canton. The recruiting tables are read aloud, when the young men, or their parents or representatives, are heard and allowed to make their observations as to the application of the military law in their case. After which the tables are examined and signed by the Sub-Prefect and the mayors. The Council of Revision then examines the claims for exemption, &c., in public audience. (For Recruitment Form, see under "Forms.")

**Millésime.**—The *millésime* of a medal or a piece of money, or of an issue of "Government paper," is the "date" which appears thereon.

**Ministère Public.**—The *ministère public* is the name given to a body of officials—considered collectively—who form the public prosecuting corps in France. The term may be translated "public prosecutor." The duties of the *ministère public* are similar to those of a district attorney or attorney-general. The *ministère public*, says Camuzet, in his excellent work on Civil Procedure, is essentially a French institution. In olden times the king was represented by a *procureur* for procedure, and by an *avocat* for pleading. As each of these functionaries conducted the legal affairs of the king they were called respectively *procureur-général* and *avocat-général*. From 1302 the functions of *procureur* of the king became a magistracy, and in the sixteenth century the office of *procureur du roi* followed suit. This magistracy nowadays represents the public, and its duties are to see that the laws—criminal and civil—are upheld in the interests of society. It is composed as follows: Attached to the *Cour de Cassation* is a *procureur-général* and *avocats-généraux* or substitutes (*substituts*); attached to the *Cour d'Appel* are a *procureur-général*, *avocats-généraux*, or substitutes; attached to the Tribunal of First Instance is a *procureur de la république* and one or more substitutes. Over all these functionaries presides the *garde des sceaux* (keeper of the seals), who is also Minister of Justice. This highly responsible officer has the entire magistracy under his direction. He has, consequently, under him the different officials of the *ministère public*, particularly the *procureurs-généraux* of the *Cours d'Appel*; then the *procureurs-généraux* attached to the *Cours d'Appel* watch over the officials in their jurisdiction; and, lastly, the *procureurs de la république* watch over the *juges de paix* and the *officiers ministériels*. In each *Cour d'Appel* the *procureur-général* is at the head of the

**Ministère Public**—(*continued*).

*parquet* (that is, the functionaries composing the *ministère public*). He receives orders from the minister, carries them out, and, in turn, gives orders to the *avocats-généraux*, to the *substituts*, and to the *procureurs de la république* attached to the Tribunal of First Instance. There are three characteristics of the *ministère public*. It is hierarchic, independent, and indivisible. In regard to its independence, it is totally independent of the jurisdiction of the court to which it is attached. The *parquet* is indivisible; that is to say, when one member of it does a thing, all are, in theory, considered to have performed the act in question. You might add that a difference from the other magistrates is that members of the *parquet* are not *inamovibles*.

**Missing Friends.**—(See “United States Consulate-General.”)

**Mont de Piété.**—(See “Pawn.”)

**Mortgage.**—Besides the ordinary mortgage by special agreement, French law mortgages the real estate of husbands in favour of their wives; of guardians in favour of their wards; and of civil servants in favour of the State. The last three kinds of mortgages are called *hypothèques légales*. (See “Guardian.”) A judgment acts as a judicial mortgage over all the property, present and future, of the judgment debtor, provided it is inscribed at the *Bureau des Hypothèques*. (See “Judgment” and “Foreign Judgment.”)

**Motocycles.**—Motocycles are taxed according to the number of seats. The tax is double that of bicycles. (See “Bicycles.”)

**Mourning, Period for Wearing in Paris.**—(See “Death.”)

**Nationality.**—(See “Military Service.”)

**Naturalisation.**—The law of June 26, 1889, declares that a foreigner who has been naturalised enjoys all the rights, civil and political, attached to the status of a French citizen. Nevertheless, he is not eligible for election to the legislative assemblies until ten years have elapsed from the time of his

**Naturalisation**—(*continued*).

naturalisation, unless this provision is dispensed with by a special law to that effect. But this period of ten years can be reduced to one year. Naturalisation, *per se*, applies only to the individual seeking naturalisation. It does not extend to the wife or to the child of the person naturalised.

**Nephew**.—(See "Uncle.")

**Newspapers**.—What most concerns the public, perhaps, in regard to newspapers in France, is that when a French paper MERELY MENTIONS ONE'S NAME or makes a mistake about a person and is shown to be in error, and requested to rectify this error or misstatement, the proprietor of the newspaper in which the misstatement occurred has to, by French law, make the correction. Also public officials referred to in a journal have the right to "reply." The law of July 29, 1881, declares that "the manager is bound to insert *gratuitously*, at the top of the next number of his newspaper or periodical, all the corrections sent him by a depository of public authority in regard to acts relating to his functions which may have been inaccurately reported. However, these corrections must not exceed double the space taken up by the article at fault.

The manager is bound to insert within three days after receiving the replies of every person named or designated in the newspaper or periodical under pain of a fine of 50 francs to 500 francs, without prejudice to other damages which may be awarded in an action at law. This insertion must be made in the same type and in the same place or part of the newspaper or periodical in which the offending article or allusion was originally made. This insertion is also GRATUITOUS when the replies do not exceed the double of the original article. Any excess shall be charged only for such excess and at the rate of judicial advertisements.

**Niece**.—(See "Uncle.")

**Nobility**.—The National Assembly of 1789 abolished, by decree, the titles connected with the French nobility, and consequently such titles as prince, duc, comte, marquis, vicomte, baron, &c., "shall not be borne by any one nor given to any one." No citizen was allowed to bear any name but that of his family. Liveries and coats-of-arms were forbidden, and incense was only to be burnt in the temples to Divinity. Foreign nobles

**Nobility**—(*continued*).

alone were excepted from this sweeping decree, and another decree of September 27, 1791, made breaches of the former one penal offence. Such was the state of affairs in France when Napoleon I. came into power; but in 1806 the Emperor created a new nobility, but with diminished powers, exemptions, and privileges, and the early editions of the Code contained provisions forbidding any one to usurp these titles under a penalty of from six months to two years imprisonment. In 1815 the Emperor abolished the nobility which he had created. Louis XVIII. restored the nobility, which was only to be abolished by the Revolution of 1848. Prior to this time, however, the article of the Penal Code as to usurping titles, &c., was suppressed. Ten years later this article of the Code (Article 259) was restored. This article provides that every person who shall have worn a costume, uniform, or decoration which does not belong to him shall be punished by imprisonment of from six months to two years. For usurping a title the fine is from 500 to 10,000 francs.

**Notary.**—To understand the position of a French notary is to understand the history of the entire system of French jurisprudence. The position of a French notary is unique. It is below that of a judge, and to a certain extent superior to that of an *avocat* or *avoué*. It originally began with a religious order, and gradually became extended with the progress of time to other spheres of society, until now it is practically open to any one who is qualified to practise in that capacity. At various epochs in the history of France the notaries were subject to changes in their system of government and administration. They had to pay dearly for their positions, and at the present time a notary buys and sells his position as one would buy and sell a business in ordinary commerce. Notaries have a monopoly in their specialities, and, like all monopolies, there are those who desire to see a change in that respect. There is a Bill before Parliament designed to improve the system. It is possible that some day a notary in France will become like a notary in other countries of the New World. At present, however, they hold a position which combines that of a public officer authorised to take acknowledgments of a peculiarly solemn nature and to keep a registry office. The signature of a notary alone is sufficient except in donations and wills, when witnesses are required. When duly executed, the *Acte* is presented to the *Receveur de l'Enregistrement et des Domaines*.

**Notary**—(continued).

Everything transacted in the office of a notary is entered in a book kept for the purpose, called a *répertoire*. The notary is charged with the duty of making the *Acte Respectueux*, making inventories and liquidations, &c. The number of notaries is fixed for each department. There are three classes, viz., those who live in a city or in a place where there is a Court of Appeal, and they then have the right to pass *Actes* within the entire jurisdiction of these courts. This jurisdiction comprises several departments. The second class of notaries is composed of those who reside near (*près*) a Tribunal of the First Instance and can pass *actes* (*instrumenter*) in the entire *arrondissement*. The third class are those who are placed in a commune and can pass *actes* (*instrumenter*) in the jurisdiction of the *Juge de Paix*. This division of spheres of operation is severely respected. In each *arrondissement* the notaries form a corporation called a *chambre*. This *chambre* has a president, a syndic, and a reporter (*rapporteur*), besides a secretary and a treasurer. This chamber watches over the conduct of its members; arranges difficulties which may arise between the members, &c. The notary is subject to a discipline in living. He is not allowed to speculate on the *Bourses* (Stock Exchange) or enter into commercial pursuits, or be connected with any company, &c. The purchase value of some notaries' offices is very great. One office alone in Paris is said to be worth a million of francs. The *Chambre de Notaires*, in Paris, is situated on a site occupied by the order from its commencement—in the *Place du Châtelet*. The number of notaries in Paris is now 122.

The notaries, like the *huissiers*, can protest notes and bills, conduct sales of real property, and draw up wills. They alone draw up *actes respectueux* in case of refusal of parents to proposed marriages, &c.

**Nurses (Nurses for persons who are ill—garde malade).**—In Paris there are establishments where *gardes malades* can be engaged at any time, day or night. One's family doctor will be able to recommend reliable persons or offices where such can be found. These nurses are employed and paid by day or night as the case may be, and the terms are usually five francs a day and eight francs per night, with food supplied by the person who employs the nurse.

**Nurses (Nourrices).**—The same remarks apply to *nourrices* as to *gardes malades* as regards obtaining them. They are subject

**Nurses (Nourrices)**—(*continued*).

to Government inspection. In regard to the employer paying the proprietor of an office from which they are engaged the fee on behalf of the nurse, he may do so if authorised by the nurse (see "Domestics" and "Bureau de Placement"). The peculiar costume which French nurses wear, if furnished by the employer, should be returned to him when the service is terminated. They are paid in advance, and must remain for the entire month paid for. They are usually allowed certain additions to their wages in the way of sugar, soap, &c. "Notice" is usually eight days or a fortnight, according to the usages of the part of France where they are employed.

**Oath.**—Article 1357 of the Civil Code declares that the judicial oath is of two kinds: 1st, the oath which one party obliges another to make in order to affect the judgment in the cause. This oath is called *décisoire*. 2nd, an oath which is administered by a judge on his own initiative and discretion to one or other of the parties to a cause. (See "Professions and Trades.")

**Officers Ministériels.**—*Officiers ministériels* are public officers whose duties are connected with the courts. The term is a generic one, and these officers include clerks of courts, *avoués*, bailiffs (*huissiers*), public auctioneers (*commissaires-priseurs*), and notaries. A peculiarity of the "ministerial officer" is that, in addition to the fact that such officer's SERVICES ARE OBLIGATORY, their position is a monopoly, and can be, and is, SOLD like an ordinary business. It should be explained, however, that no one can buy the position who does not fulfil the requirements of the law.

**Opposition.**—In connection with practice before the courts an *opposition* must be clearly distinguished from an *appel*. In the first place, an *opposition* is only made when a judgment has been given by default (*par défaut*); and in the next place, an *opposition* is only made against a judgment in the same court where the judgment was rendered. An appeal is made to another and a higher court. When an appeal is provided by law, where judgment has been given by default, this step cannot be taken until a certain period (*délai*) has elapsed within which an *opposition* may be made. This delay is three days where judgment by default has been rendered by a *Tribunal de Simple Police*, *Juge de Paix*, or *Conseil de Prud-*



**Opposition**—(continued).

*hommes*; eight days from the signification to the *avoué* where the hearing was before a *Tribunal de Première Instance*, or *Tribunal de Commerce*; and in a matter of *Police Correctionnelle* five days. An *opposition* may be made a second time in the same matter; but after that an appeal must be taken if the discontented party wishes to have the judgment reviewed. (See "Default," "Saisie," "Garnishment," "Execution of Judgment," "Signification of Judgment.")

**Papier Timbré.**—*Papier timbré* (stamped paper) must be used for practically every document of any kind whatsoever which may have to be used in a court or be presented to the Government authorities. It is safer to consider that anything relating to law must be written on stamped paper. Neglect to do this does not invalidate the document but subjects the person to a fine. There are three kinds of *papier timbré*, viz., *un timbre fixe*; *un timbre proportionnel*; and special *timbre fixe*. All *actes de l'état civil* must be written on *papier timbré* of 1 franc 80 centimes. Other documents, such as contracts, may be written on any size of *papier timbré*. The various sizes to be bought at the tobacco-shops throughout France have no connection with the amount of money involved nor the value of the transaction concerned. (See "Stamped Paper.")

**Paraphernalia.**—All such things as a woman has a right to retain as her own after her husband's death, and not included in her dower, are called *paraphernalia* (from the Greek *παρά* and *πέρη*). *Biens paraphernaux* are the opposite to *biens dotaux*.

A married woman has the right to *enjoy* and administer her *biens paraphernaux*, real or personal, but she cannot *sell* it without the permission of her husband or of the court. As regards *dotal property*, it is never sold, and is inalienable during the continuance of marriage. (See "Marriage," "Contrat de Mariage," and "Forms.")

**Parental Authority.**—The authority of the father under the laws of France furnish one of the most interesting phases of French social life. This power, essentially Roman in its origin, is the continuation of the *patria potestas*. The power of a French father over his child is a question of law, which is laid down clearly in the text of the Civil Code. The American

**Parental Authority**—(*continued*).

or Englishman must remember this underlying principle of French social life—the power given by the WRITTEN French law of the parent over the child. When this point is thoroughly appreciated by other countries, the criticisms concerning France will develop more into criticisms as regards legislation in France rather than concerning social customs, or results of those customs, inherent in the race, which is simply the outcome of that legislation. The following are the provisions of the Civil Code as regards the paternal authority: The child at every stage of his life owes honour and respect to his father and his mother. He remains under their authority up to the time of his majority or emancipation. The father alone exercises this authority during marriage. The child cannot quit the paternal roof without the permission of his father unless for voluntary military service after he has attained the age of eighteen years. The father who shall have grave reasons for being discontented with the conduct of his child shall have the following means of correcting him: If the child is less than sixteen years of age the father can cause him to be detained (placed in a place of detention) for a period not exceeding one month, and in this connection the president of the tribunal of his *arrondissement* shall, on the father's demand, give an order for the arrest of the child. After the age of sixteen years up to the age of his majority (twenty-one), or his emancipation, the father can only demand detention of his child for six months at most. He shall apply to the president of the aforesaid tribunal, who, after having conferred with the *Procureur* of the Republic, may deliver the order for the arrest or refuse it, or he can shorten the period of detention asked by the father. In neither the one case nor the other shall there be any writing or judicial formality except as to the order of arrest, in which case the motives for the arrest shall not be set forth. The father shall be only bound to subscribe his consent to furnish the necessary food for the child. The father can always change the period of detention which he has ordered or demanded. If, after release from detention, the child falls into "bad ways" again, the detention can be ordered over again as hereinbefore prescribed. If the father marries again he is bound, in order to place in detention the child of his first marriage when even he is under sixteen years of age, to conform to the provisions of the Article 377 (hereinbefore cited where the *Procureur* of the Republic is consulted). A mother who survives a father of a child, and who does not re-marry, cannot cause a child to be

**Parental Authority**—(*continued*).

detained (in a place of correction) except with the concurrence of the two nearest relations of the child on the father's side, and in conformity with Article 377 (above cited). (For other provisions of the French law respecting paternal authority, see "Marriage," "Actes Respectueux," and "Children.")

**Parole Evidence.**—Parole evidence is admitted in criminal matters in France, but it is not admissible in civil matters where the value of the transaction is over 150 francs. In commercial matters, however, EVERY KIND OF EVIDENCE IS ADMISSIBLE. A distinction, however, must be drawn between ordinary business transactions and matters arising out of a partnership. The Commercial Code declares that no parole evidence can be received against, or in addition to, what is contained in the deed by which the company is formed, nor of anything alleged to have been said before at the time of, or since, the drawing up of the deed, although it may relate to a sum less than 150 francs. The books of a business house are evidence against that house, but the entries are not evidence in favour of that house. Thus a business house may show that a person owes it money in connection with some business matter, but that is not proof that the person owes the money. On the contrary, if a person can show that he has paid a sum of money by the books of the business house, then the books of the business house are taken in evidence against that house. (See "Writing" and "Witnesses.")

**Par Provision.**—Par provision means for the time being.

**Passif.**—(See "Actif.")

**Passports (American).**—Passports in France are issued by the United States Embassy. They are subsequently *visaed* by the United States Consul-General, or the consul of the nearest port, as the case may be. Mr. Henry Vignaud, First Secretary of the United States Embassy, says in regard to the issuance of passports: "Passports, as a rule, are intended for Americans residing in the United States, and who happen to be temporarily abroad. It is an erroneous impression that Americans residing abroad are not entitled to a passport. All those engaged in business—however long they have been residing abroad, provided that their business is in relation with the United States—are entitled to a passport, whatever may

**Passports (American)**—(continued).

be the length of their residence abroad. Many persons have a confused idea as to the distinction to be made between 'citizenship' and 'the right to a passport.' These two points are absolutely distinct. Americans, alone, are entitled to a United States passport, but all Americans are not entitled to one. Americans who have, as a matter of fact, expatriated themselves—who live permanently abroad, who have cut all their relations with the United States—these are not entitled to the special protection of the United States in the shape of a passport. They remain, nevertheless, American citizens, and should they return to the United States, to live there, they would enter immediately into all their rights of American citizenship." (See Judge Coxe's decision under "Residence in France." See also "Majority.")

A passport is only valid for two years, but at the expiration of this period the holder can have it renewed, provided he can give some reason why he has not returned to the United States. One could not, however, renew indefinitely a passport and remain abroad unless the holder is engaged in business as above referred to. The theory of this distinction in favour of a person engaged in commercial pursuits, is that the person in question is promoting in some way the interests of the United States. The issue of passports is not a matter of discretion on the part of the Ambassador. The rules of the STATE DEPARTMENT only prevail, and the question of favour is never considered. (See "U.S. Consulate-General.")

**Passports (British).**—In order to obtain a passport a British subject is called upon to prove that he is such. He must produce proofs of his British nationality at the British Consulate in whose jurisdiction he resides. At Paris the application should be made at the British Consulate-General. The course followed in regard to proofs of nationality is much the same as that in vogue at the Foreign Office, which are clearly set out in the "Regulations Respecting Passports," of which the subjoined is a copy :

1. "Applications for Foreign Office passports must be made in the form" (to be obtained at a British Consulate) "and enclosed in a cover addressed to the 'Passport Department, Foreign Office, London, S.W.'"

2. "The charge for a passport, whatever the number of persons may be named in it, is two shillings. Passports are issued at the Foreign Office between the hours of 11 and 4 on the day following that on which

**Passports (British)**—(continued).

the application for the passport has been received, except on Sundays and public holidays, when the Passport Office is closed. If the APPLICANT DOES NOT RESIDE IN LONDON THE PASSPORTS MAY BE SENT BY POST, AND A POSTAL ORDER FOR TWO SHILLINGS SHOULD, IN THAT CASE, ACCOMPANY THE APPLICATION. POSTAGE-STAMPS WILL NOT BE RECEIVED IN PAYMENT."

3. "Foreign Office passports are granted only (1) TO NATURAL-BORN BRITISH SUBJECTS—VIZ., PERSONS BORN WITHIN HIS MAJESTY'S DOMINIONS, AND TO PERSONS BORN ABROAD WHO DERIVE BRITISH NATIONALITY FROM A FATHER OR PATERNAL GRANDFATHER BORN WITHIN HIS MAJESTY'S DOMINIONS, and who, under the provisions of the Acts 4 George II. cap. 21 and 13 George III. cap. 21 are to be adjudged and taken to be natural-born British subjects; (2) TO THE WIVES AND WIDOWS OF SUCH PERSONS; and (3) TO PERSONS NATURALISED IN THE UNITED KINGDOM, IN THE BRITISH COLONIES, OR IN INDIA."

"A married woman is deemed to be a subject of the State of which her husband is for the time being a subject."

4. "Passports are granted to SUCH PERSONS AS ARE KNOWN TO THE SECRETARY OF STATE, OR RECOMMENDED TO HIM by some person who is known to him, or upon the production of a certificate of identity and recommendation signed by any banking firm established in the United Kingdom, or by any mayor, magistrate, justice of the peace, minister of religion, physician, surgeon, solicitor, or notary resident in the United Kingdom. The applicant's certificate of birth may also be required, especially when his name is of foreign origin, in addition to the certificate of identity and recommendation."

5. "If the applicant be a naturalised British subject his certificate of naturalisation must be forwarded to the Foreign Office with the certificate of identity and recommendation. Naturalised British subjects, if resident in London or in the suburbs, must apply personally for their passports at the Foreign Office; if resident in the country the passport will be sent, and the certificate of naturalisation will be returned to the person who may have granted the certificate of identity and recommendation, in order that he may cause the applicant to sign the passport in his presence."

"Naturalised British subjects will be described as such in their passports, which will be issued subject to the necessary qualifications."

6. "Foreign Office passports ARE NOT LIMITED IN POINT OF TIME, and are AVAILABLE FOR ANY NUMBER OF JOURNEYS ABROAD. They may be RENEWED at the Foreign Office on PERSONAL APPLICATION, or, if the applicant does not reside in London, on receipt of a letter signed by him returning the passport previously issued to him, and enclosing a postal order for two shillings."

7. "A passport cannot be issued by the Foreign Office or by an agent at an outpost on behalf of a person already abroad; such person should apply for one to the nearest British Mission or Consulate. A passport cannot be issued abroad to a Colonial naturalised British subject except for a direct journey to the United Kingdom or to the colony in which he has been naturalised."

8. "THE BEARER OF EVERY PASSPORT GRANTED BY THE FOREIGN OFFICE MUST SIGN HIS PASSPORT AS SOON AS HE RECEIVES IT; WITHOUT SUCH SIGNATURE EITHER THE *visa* MAY BE REFUSED OR THE VALIDITY OF THE PASSPORT QUESTIONED ABROAD."

**Passports (British)**—(continued).

9. "Travellers who intend to visit the Russian Empire, the Turkish dominions, the kingdom of Roumania, Persia, or Hayti, in the course of their travels, must not leave the United Kingdom without having had their passports *visaed* either at the Russian Consulate-General, the Consulate-General of the Sublime Porte, the Roumanian Consulate-General, or the Haytian Consulate respectively, or at one of the other Consulates of Russia, Turkey, Roumania, Persia, or Hayti in the United Kingdom. Travellers about to proceed to any other country need not obtain the *visa* of the diplomatic or consular agents of such country except as an additional precaution, which is recommended in case of passports of old date."

10. "Although British subjects are now permitted to enter most foreign countries without passports, and the rules respecting passports have been generally relaxed, nevertheless British subjects travelling abroad are recommended to furnish themselves with passports, for even in those countries where they are no longer obligatory they are found to be useful, as affording a ready means of identification—*e.g.*, IN CLAIMING LETTERS AT A POSTE RESTANTE. British subjects intending to *reside* in Germany or in Switzerland should provide themselves with passports."

"A statement of the requirements of foreign countries with regard to passports may be obtained upon application to 'The Passport Department, Foreign Office, London, S.W.'"

**Patents and Patent Laws in France.**—The law on patents for invention, which was passed on July 5, 1844, although not altogether obsolete, is somewhat out of date, and does not cope with the modern activity displayed in industrial circles. Yet it affords inventors all the protection they need for the satisfactory enjoyment of a monopoly.

One of its features is that he who seeks protection does so at his own risk and peril. Before applying for patent, an inventor is expected to have investigated the state of the art and to have ascertained for himself whether his invention is new or not. In other words, the law is based upon the so-called non-examination system, in contradiction, for instance, to the United States patent law, wherein the so-called preliminary examination prevails, according to which a specially appointed examiner has to investigate the question of novelty of an invention sought to be patented, and is empowered to refuse to grant a patent thereon if the invention is found by him to be old.

Another feature of the French law is that an invention must not have been made known anywhere by public print, by sale, or by other public divulcation prior to the application for patent, otherwise it is considered as deprived of novelty and cannot give rise to the grant of a valid patent. This stringent

**Patents and Patent Laws in France—(continued).**

article of the French law is overruled, however, as regards certain countries, by the International Convention for the Protection of Industrial Property, dated March 20, 1883 (to which, at the present time of writing, the following countries have adhered: *Belgium, Brazil, Denmark, Dominican Republic, France, Great Britain, with New Zealand and Queensland, Italy, Japan, Netherlands, Norway, Portugal, Servia, Spain, Sweden, Switzerland, Tunis, United States*), which provides that divulgation of an invention prior to applying for a patent shall not be a bar to the obtention of a valid patent, provided the application be made within a delay of six months from the date at which a first application for patent was made in any other of the countries named; for countries beyond the seas the delay is increased to seven months. In other words, assuming, for instance, an invention to have originated in Great Britain, an application for a patent therefore to have been made in that country on January 1, the inventor is at once at liberty to make and sell, whether in Great Britain or elsewhere, and to publish and otherwise make known his invention in any country whatsoever, without applying for patent protection in France until within six months from January 1—say July 1 of the same year—and yet obtain a valid patent notwithstanding prior public disclosure.

All kinds of inventions, whatever be the kind of industry to which they appertain, are patentable under the French law, with the exception, however, of (1) pharmaceutical compositions or remedies of any kind, and (2) credit or financial schemes and combinations.

Another feature of the French patent law is that a patentee has the right, to the exclusion of all others, to improve upon his patented invention within one year from the date of his patent.

Another feature of the French patent law is that all improvements made upon a patented invention can be protected either by way of further patents, or by way of so-called patents of addition, which latter involve payment of a Government fee of 20 francs instead of a Government fee of 100 francs required for every application for patent. Patents of addition are annexed to the main patent and expire therewith, no special annual payment being required to keep them in force, as in the case of a main patent.

The Government fee to be paid with each application for patent is 100 francs. A like sum has to be paid every year in

**Patents and Patent Laws in France—(continued).**

order to keep the patent in force for its normal term. The normal term of a French patent is five, ten or fifteen years at the option of the applicant, the term usually applied for being fifteen years, since the patent may be allowed to lapse by not continuing to pay the yearly fees. The term of a patent for an invention protected in a foreign country by a patent of *prior* date is limited to the term of such previous patent. For instance, an English patent, the term of which is fourteen years, will, if applied for before the French patent, limit the life of the latter patent to fourteen years.

Another feature of the French patent law is that it contains a proviso, as in the majority of Continental patent laws, to the effect that the patent requires to be put into operation within a given time, viz., within two years from its date of *issue*. In other words, the law demands of a patentee that the monopoly conferred upon him shall not remain idle, and that he shall, to the best of his ability, put his invention before the public at large and let every one have the benefit of the same. At the same time, the law stipulates that the patentee, if he be a foreigner, shall not import the patented article into France, but shall let the home workman, that is to say, the French mechanic, derive benefit from the invention by his making the patented article within the country. This stringent condition is, however, tempered by the International Convention of March 20, 1883, which provides that the patentee shall, without forfeiting his rights, be at liberty to import the patented article into France, while yet submitting to a certain extent to the requirements of the French patent law of 1844. A certain proportion therefore must exist between the amount imported into, and the amount manufactured in, the country.

Another feature of the French patent law is that the marking of an article as being patented, although not compulsory, must, when effected, be in a form denoting that the Government does not guarantee either the reality, the novelty, or the merit of the invention, or the fidelity or exactness of the specification. A patented article, if marked at all as patented, should therefore be marked: *Breveté, sans garantie du gouvernement*, or, simply, *Breveté S.G.D.G.* To omit the initials S.G.D.G. render a patentee liable to a fine varying between 50 and 1000 francs.

Another feature of the French patent law, as distinguished, for instance, from the United States patent law, is that a patent obtained in France shall not be null and void if applied for by any one else than the true and actual inventor. A French



**Patents and Patent Laws in France** —(continued).

patent may be validly obtained, for instance, in the name of the inventor jointly with that of an assignee, or in the name of an assignee alone, assuming, of course, the assignee to act in good faith and with the knowledge and consent of the inventor. In the case of a dispute arising between two different applicants as to which of them is entitled to protection, the French Patent Office does not entertain any opposition or litigation, but leaves the contestation for the courts to settle.

The papers requisite for an application for patent in France are a petition, a specification in duplicate and a drawing in duplicate, prepared according to rules. No oath or declaration whatever is called for as, for instance, under the United States patent law. A power of attorney must, however, be given to a third party if the inventor does not prosecute the application himself. None of the papers need be signed by the inventor or applicant; they can all be signed by the attorney on his behalf.

Ability being required to prepare applications for French patents, none but those possessing skill and experience should be employed for that kind of work, the more so as the Patent Office officials purely and simply limit their examination of a patent application to the question of form, the applicant in any and every case retaining all risk for himself. This remark is all the more important that a patent specification is itself to be regarded as a *bona-fide* contract made between an inventor to whom a monopoly is to be conferred and the community at large by which the monopoly is conferred. In other words, the validity of the contract depends upon whether the specification and drawings contain a full, clear, and exact disclosure of the invention which will enable others skilled in the art to make and use the invention at the expiration of the monopoly conferred. If that condition does not exist, the courts have decided that the patent is liable to be cancelled as null and void.

Questions of validity of patents as well as questions of infringement are decided in France by the courts. No special courts exist, the ordinary courts acting. But patent causes are, as a rule, brought before one and the same court, the judges of which have certain experience in patent litigation.

As a field for inventions France is reckoned as belonging to the best. The number of patents granted in 1900 amounted only, it is true, to 12,399 patents, including 1403 patents of addition, as compared with 24,659 patents issued in the same year in the United States of America. But its industry,

**Patents and Patent Laws in France—(continued).**

although in a fair condition of prosperity, is generally behind time as compared with the United States, for instance, and its tools and means of manufacture, although not altogether out of date, are not as modern as they should be. For that reason the French field has been, and is still, a remarkable field for placing modern machine tools, electrical appliances, and, in a general way, all kinds of mechanical productions. The typewriter is an instance, and electric-traction appliances are another. The French field is, and can, however, only be regarded as productive to American and foreign inventors and manufacturers provided the latter work it themselves, putting in their own time and capital, because French manufacturers, although shrewd and active business men, can seldom be induced to take any risk by putting their own time and money in an enterprise connected with placing novelties on the French market.

The question of amending the French patent law is under consideration at the present time. A law was passed under date of April 7, 1902, granting a delay for the payment of the annual fees, and publishing French patents *in extenso*.

From an international point of view, efforts are being made from various sources towards introducing uniformity of patent legislation in the various countries of the world.

What is more praiseworthy than to see individuals of different nationalities come together and combine their efforts, as at the Vienna World's Fair of 1873, which, ten years afterwards, resulted in the formation of the International Union for the Protection of Industrial Property?

The idea of a congress was first entertained at Vienna in 1873, but it has been followed up ever since, for other congresses were held also on the occasion of the International Exhibitions at Paris in 1878, 1889, and 1900, all with the object of making propositions and emitting wishes in respect of amending and improving the laws governing protection of industrial property the world over.

More still has been done. Several societies have been organised, viz., a German one, an Austrian one, a French one, and an International one, all with the same object in view, viz., that of bringing about the perfecting of laws governing industrial property.

All these congresses, it must be remembered, were entirely independent of the international conferences for the protection of industrial property held in Paris in 1880, at Rome in 1886, at Madrid in 1890, and at Brussels in 1900, under the

**Patents and Patent Laws in France**—(continued).

provisions of Article 14 of the above-mentioned International Union, dated March 20, 1883.

Yet the object of the action on the part of all these various institutions has been to gradually unify the patent, trade marks, and design laws of the various countries wherein the principle of protection to inventors is sanctioned.

The Congress held in 1900 at Paris, which was organised by the permanent International Commission on Industrial Property, with the assistance of both the *International Association for the Protection of Industrial Property*, and the *Union des Fabricants*, attracted numerous attendants from all countries, and particularly delegates of several Governments, viz.: Argentine Republic, Austria, Belgium, Germany, Hungary, Italy, Luxemburg, Mexico, Netherlands, Norway, Orange Free State, Russia, and Sweden. France herself was represented by delegates of several Ministries. Besides, several members represented French and foreign Chambers of Commerce and industrial societies.

The trend of all minds, speaking from an international point of view, is clearly apparent; the aim is decidedly in favour of amending the laws governing industrial property.

The assembling together of men of various nationalities and varied experience has again resulted, as in the several previous instances, in the expression of a general wish to improve the laws and to impart uniformity to the legislations of all countries which adhered to the International Convention of March 20, 1883.

It may be specially pointed out, and even emphasised, that of all congresses hitherto held on the subject, the Paris Congress of 1900 will have brought about a state of things as to finally induce Germany to become a member. The inducement consisted mainly in extending the delay of priority to twelve months instead of six, as is at present the case.

The adhesion of Austria-Hungary to the International Convention was decided, on principle, on the occasion of the first meeting of the *International Association for the Protection of Industrial Property*, held at Vienna in 1897, with the reservation of parliamentary ratification.

The adhesion of Germany being now also decided on principle, a great step has been accomplished in that, when these States shall have joined the Union, it will comprise all the leading countries of the world, and that, when once the understanding shall have become general, the bringing of all

**Patents and Patent Laws in France—(continued).**

legislations into relative unison will only then be a question of time. See "Preface."

**THE NATIONAL PATENTS AND TRADE MARKS OFFICE.**

The British Chamber of Commerce, in its circular, sums up the points of the new law creating a Special Patents Office, as follows :

**NATIONAL PATENT AND TRADE MARKS OFFICE.**

By a law of July 9, 1901, a National Patent and Trade Marks Office has been established, realising certain reforms which have been called for a considerable length of time.

According to the International Convention of March 20, 1883, each contracting State undertook to establish in their respective countries a special department of Patents, Industrial Designs, Trade Marks, &c., and a central dépôt for communicating same to the public.

So far this department has been worked in Paris at the Ministry of Commerce and Industry, but in addition to being defective, the office was a long way from the commercial centre of the city, and often caused a great loss of time to parties desirous of making inquiries and investigations.

In accordance with the terms of the law of 1844 the *Conservatoire* of Arts and Trades has received the descriptions and designs of expired patents, whilst the designs, models, descriptions, &c., of patents in force were kept at the Ministry of Commerce and Industry. The inconvenience caused by such an arrangement can well be understood, it being often as necessary to consult expired patents as those in force.

The Minister of Commerce and Industry is now able to announce that the new office has been arranged for under most satisfactory conditions at the *Conservatoire* of Arts and Trades, and will be opened from October 1, 1901. It is intended to build a new wing for the special use of the Patents and Trade Marks Office, but until that is finished the department will operate in rooms which have been set apart in the existing building.

Henceforth all communications regarding Patents and Trade Marks must be addressed as follows :

M. le Ministre du Commerce, de l'Industrie, des Postes et des  
Télégraphes.

Direction de l'Office National des Brevets d'Invention et des  
Marques de Fabrique,

Conservatoire National des Arts et Métiers,

292 Rue St. Martin, Paris.

Another important reform which has been effected by the law of July 9, 1901, is the publicity which will be given to Patents.

The Minister, in a circular addressed to the Prefects of France, states that this publicity, which is very necessary, will serve a triple purpose : it will enable the public to better study the existing inventions for which patents are granted, to improve upon them, and to prepare to work same when they expire. Special credits have been granted from

**Patents and Patent Laws in France—(continued).**

the budget to enable the Minister of Commerce to carry out this improvement.

The style in which the descriptions of inventions must be made out, the scale of the drawings, &c., when applying for patents, are detailed in a Ministerial Decree of September 3, 1901, published in the *Journal Officiel* of September 5, 1901.

**PATENTS OF INVENTION IN FRANCE**

Ministerial Decree of September 3, 1901.

(From American Chamber of Commerce Bulletin.)

**ARTICLE 1.**

Specifications for patents and certificates of addition, in conformity with Article 6 of the law of July 5, 1844, shall be correctly written in ink or printed in good and legible characters, upon paper having a uniform size of 33 × 21 centimeters (12 in. 992 × 8 in. 268), with a margin of 4 centimeters (1 in 575). The original copy shall be written or printed on one side of the sheet only.

No drawing shall appear in the text, nor in the margin of specifications.

**ARTICLE 2.**

Drawings shall be made on sheets of paper having the following sizes: 33 × 21 centimeters (12 in. 992 × 8 in. 268), or 33 × 42 centimeters (12 in. 992 × 16 in. 536), with an inside border line of 2 centimeters (0 in 787) in such manner that the drawing shall be comprised within a border line of 29 × 17 centimeters (11 in. 417 × 6 in. 693), or 29 × 38 centimeters (11 in. 417 × 14 in. 961). This border line shall be constituted by a single line having a thickness of about 1/2 millimeter (0 in 02).

In case it should be impossible to illustrate the patented article by means of figures enclosed within a border line of 29 × 38 centimeters (11 in. 417 × 14 in. 961), the inventor shall be at liberty to subdivide one figure into several portions, of which each shall be drawn upon a sheet having the above indicated size. The section line of figures shall be indicated by letters of reference.

The figures shall be numbered without interruption from the first to the last, by means of arab numerals.

If the sheets be numbered, the numbers shall appear outside of the border line.

The original drawing shall be executed in ink, with regular and perfectly black lines, upon Bristol board or other white paper, thick and smooth, allowing of reproduction by photographic processes. No tint, shades, or wash shall appear therein; if necessary, these shall be replaced by regular and properly spaced cross-lines.

The duplicate drawing shall be on cloth or paper, and may be coloured.

The drawings shall be made to a sufficient scale, without exaggeration, so that it shall be possible to ascertain exactly the article to be patented, from a reproduction reduced to two-thirds of the size of the drawings. The scale indicated shall be according to the metric system.

The drawings shall not contain any descriptive matter or indication

**Patents and Patent Laws in France—(continued).**

other than the numbers of the figures and the letters (capital and small) or numerals of reference, the height of which shall be from 3 to 8 millimeters (0 in 118 to 0 in 315). None but French characters shall be used.

Any descriptive matter considered as indispensable by inventors for the comprehension of their drawings shall be inserted by them in the body of their specification.

The signature of the inventor or his attorney shall be written outside the border line.

The drawings shall not be folded; they shall be handed in, at the time of filing, either flatwise or rolled, so as to be free from folds or creases.

**ARTICLE 3.**

No wood engravings or illustrations of the invention shall be received other than drawings prepared as above described, unless they be of a nature suitable for reproduction by some process based upon photography.

**ARTICLE 4.**

The present rules shall apply to applications for patents, the filing of which shall take place from Jan. 1, 1902.

**TRANSITORY PROVISIONS.****ARTICLE 5.**

Until July 1, 1902, and merely as an essentially provisional measure, specifications and drawings which are not prepared according to the requirements contained in the present Decree shall be returned to the inventor with a request that he shall furnish new and formal documents within one month.

A copy kept at the National Patent and Trade Mark Office shall serve to establish conformity between the documents successively filed.

Should the applicant not meet the above-mentioned request within the appointed time, the application shall be rejected in accordance with Article 12 of the law of July 5, 1844.

In case of justified necessity, the delay granted to the inventor may be increased on his request to that effect.

**ARTICLE 6.**

The Director of the National Patent and Trade Mark Office is entrusted with the execution of the present Decree.

(See "U.S. Consulate-General.")

**Patentes.**—The reader must not confuse the English word "patent" (*brevet*) with "patente" (Trade Licence).

"Every individual, French or foreigner, who exercises in France a trade, an industry, a profession, not comprised in the exceptions determined by the present law, is subject to the contribution (tax) for *patentes*." So runs the opening article of the law of July 15, 1880. This law imposes a tax on persons

**Patentes**—(continued).

practising a profession or engaging in trade or industry in France. In other words, every one affected by the provisions of this law is subject to a *LICENCE*. The tax is a "double-barreled" one, being fixed and proportional. There are exceptions to the above law. Such are employés of the State and its subdivisions; painters, sculptors, engravers, and draughtsmen considered as artists, and who only sell the product of their art; professors of *belles lettres*, sciences and art and teachers (primary), editors of daily papers, dramatic artistes, labourers and agriculturists, employés on salary, &c. It is a comfort to know that, although the provisions of this law are tediously long and detailed, any tradesman who has not obtained a *patente* is not, on that account, incapacitated in any way. The punishment he runs the risk of incurring being fines only. (See "Licence.")

**Patents (Assignment of).**—(See "Assignment.")

**Pawn.**—A pawnshop is called a *Mont de Piété* in France. (See below.)

Under the heading of security (*nantissement*) French law recognises two kinds, viz. : a pledge (*gage*), i.e., security consisting of personal property; and antichresis (*antichrèse*), consisting of real property. In the latter the creditor takes the real property and deducts at stated periods the rents or produce of the property in diminution of the debt. In the *nantissement* or *gage* the Government Pawnbroker's Shops (*Mont de Piété*) deserve special mention. The loan is for one year. The interest is at the rate of 3 per cent., plus 3 per cent. for expenses, plus a tax of 1 per cent., or in all 7 per cent. per annum. If the loan is for three, four, or five francs it is free of interest for two months. Every loan not paid back in one year is liable to be sold in the thirteenth month. The borrower can claim the sale of the article given as security after three months, except in the case of new goods. If the amount of the sale of the security is over the amount loaned together with interest and expenses, the excess (called *boni*) goes to the borrower, but if this is not claimed within three years, counting from the day of the loan, the surplus is given over to the charitable institutions. If the pledge is lost the value is payable to the owner, together with one-fourth of the value for his damages. Losses or deterioration on account of worms in woollen goods, of furs, or rust in machinery, or arms or bicycles, &c., are not made good.

**Pawns**—(continued).

It may be pointed out that a pawnbroker's ticket allows of payment of interest or redemption as the case may be within one year. In practice this period is extended so as to make the entire period within which payment may be made to FIFTEEN MONTHS.

Americans will, no doubt, ask: Why is it that pawnshops should be called *Monts de Piétés* in France? M. Ernest Cadet, in his *Dictionnaire Usuel de Législation*, says: "In 1450 a member of a religious order, named Barnabé de Terni, preached at Pérouse against money-lending institutions, which at that time were held by Israelites, and produced great harm in Europe owing to the excessive rates of interest demanded. The exhortations of the Père Barnabé produced such an effect that a collection was at once taken up on the spot, and a 'Bank of Charity,' or *Monte de Pieta*, founded from the proceeds. The first establishment of this kind in France was at Avignon in 1577, and the first at Paris was in 1778. The French *Monts de Piété* were abolished by the Revolution, but the money-lenders became so rapacious that the former system was restored. *Monts de Piété* in France are under Government control, and established with the consent of the Municipal Councils. They are administered by a Council, of which the Mayor of the Commune is *ex-officio* President. At Paris the President is the Prefect of the Seine.

**Peine Afflictive et Infamante.**—The Penal Code thus defines *Peines afflictives et Infamantes*, death; *Travaux forcés à perpétuité*, hard labour for life; *Déportation*, transportation; *Travaux forcés à temps*, hard labour for a term of years; *Détention*, imprisonment with other criminals; *Réclusion*, imprisonment in a cell.

**Peine Infamante.**—The Penal Code defines *Peines Infamantes* as *Bannissement*, exile; *Dégradation Civique*, civil degradation. *Peines en Matière Correctionnelle*, or police-court punishments, are imprisonment for a term in a place of correction; interdiction for a period of certain civil or domestic rights; and, lastly, a fine (*amende*).

**Pension Alimentaire.**—Alimony or maintenance is called in France *pension alimentaire*.



**Personalty.**—It is necessary to understand the distinction which French law makes between personalty and realty. There is never any doubt as to whether a certain thing is personalty, because the Civil Code defines them. It is necessary to know the difference, because when one marries under the system known as that of the "Community" personal property becomes community property, while realty does not. Again, personal property is not subject to mortgage (*hypothèque*), whereas real property is. Again, the formalities of *saisie* of personal property are simple, while the law is complicated in connection with *saisie* or attachment of real property, and these formalities become easier to understand when one knows the difference between personal and real property, according to French legal definitions. Finally, the competence of the French Tribunals is determined by the question of personal or real property. Thus, where personal property is involved, the jurisdiction of the court is determined by the domicile of the party; on the other hand, when the question affects realty, the jurisdiction of the court is determined by the place where the realty is situated.

Things are considered personalty by French law which are such by nature or determination of law. Those things are considered as personalty which can be transported from one place to another—whether they move by their own force, such as animals—or things which can go from one place to another by reason of a foreign force, as, for example, inanimate objects. These things are personalty by determination of law: bonds and shares in companies, annuities, &c., boats, and floating shops, as, for example, public baths in a river, all parts of a building which has been demolished and ready to form part of a new building up to the time they are used by a workman for building. The words *meubles meublants* means all that go to make up the furniture of an apartment, as, for example, tapestry, beds, chairs, mirrors, clocks, tables, porcelains, pictures which are not a part of a picture gallery. A house sold with its *meubles meublants* means a house with its furniture in the ordinary sense of the word. (See "Realty.")

#### PERSONAL PROPERTY SOMETIMES REALTY.

SHARES IN THE BANK OF FRANCE may, *at will*, be converted into realty, and, for purposes of inheritance, this provision of the law of January 16, 1808, is most useful. It stands to reason that this law, when availed of, sometimes involves much discussion. The law referred to declares that shareholders who desire to give to their shares the quality of realty shall have

**Personality**—(*continued*).

the power so to do. In that case they shall MAKE A DECLARATION in the form prescribed for transfers, and this declaration when once inscribed on the register has the effect of placing the shares converted into realty under the provisions of the Civil Code and the laws of privilege and mortgage—the same as landed property. (See “Property—Real.”)

**Pigeons.**—Provided that pigeons come of their own accord to a dove-cot without having been enticed or brought there by fraud, they are considered by French law to belong to the owner of the dove-cot. This principle of the Civil Code is applied to rabbits and fish in analogous cases. Carrier-pigeons are prohibited by a special law unless permission is previously accorded. A declaration must be made at the *Mairie* within two days of the time of receiving carrier-pigeons, whether permanently or temporarily, by any person who keeps them. The fine for infraction of this law is from 100 francs to 500 francs, and in cases where the safety of the State is considered to be affected, imprisonment from three months to two years is meted out.

**Placet.**—A *placet* is the name of a document beginning with the words *plaise au tribunal* (may it please the court). It is more technically known as a *réquisition d'audience*. Outside of Paris this request for a hearing is made verbally. But in Paris the *avoué* of the plaintiff sends his requisition to the clerk of the court, who puts the case on the general list of causes. Then the President of the court “distributes” the cause in its proper *chambre*. The *avoués* are notified of this distribution by the clerk of the court. The plaintiff's *avoué* then issues his *avenir* and hands his *placet* to the court crier or *huissier audiencier*. On the day set down for the hearing the *avoués* come and deliver their pleadings (*conclusions*) to the court, when the day for hearing the *avocat's* plead is fixed.

**Plaintiff.**—A plaintiff is called in French law the *demandeur*.

**Pleadings.**—(See “Conclusions.”)

**Plumbing.**—Among heavy items of plumbing there is one called colloquially *tout à l'égout*. This means conducting sewage from the house directly to the sewer. Very many houses in Paris have not this system, there being cess-pits on the premises which are emptied from time to time by the proper officials.

**Post-Office Department.**—The law of April 6, 1878, fixes the rate of postage on letters in France at 15 centimes for 15 grammes and double postage for letters not stamped. Letters insufficiently stamped shall be considered by the law of August 24, 1871, as unstamped; nevertheless the stamps on the letter shall be taken into consideration by way of deduction of the amount of stamps due. The tax for postcards in France and Algeria is 10 centimes. Postcards with reply paid are taxed at 20 centimes.

#### REGISTERED LETTERS AND OBJECTS.

Letters, postcards, samples, business papers, newspapers, and printed matter, &c. The Post-Office Department is discharged of all liability in delivering the letter, &c., registered to the addressee or his attorney in fact. In regard to matter other than letters, the department is discharged from liability when the object has been delivered to the addressee, a person attached to the service of the addressee or a person living with him. Twenty-five francs is the amount of indemnity for loss of the object sent, but for damage or deterioration in the object sent there is no indemnity. The sender pays for the registered letter, &c., and the tax is 25 centimes over and above the amount of the ordinary stamp, regulated, as above stated, by weight. While 25 francs is little or no recompense in case of loss, in many cases the sender can provide against contingencies by sending a *lettre de valeur déclarée*, that is to say, stating the value on the letter in the upper left-hand corner. The sum declared must not exceed 10,000 francs, and the sum must be WRITTEN OUT IN FULL (figures not allowed). Moreover, the sender must write this himself, and do so before presenting the letter to the postal clerk. Care must be taken that the sum be not changed or any portion of the "value" erased or altered, OTHERWISE THE CLERK IS WITHIN HIS RIGHTS IN REFUSING TO RECEIVE THE LETTER. The charge for the letter of declared value is a fixed tax of 25 centimes, besides the carriage of the letter to its destination at the rate of 10 centimes per 100 francs or fraction thereof. All these taxes are represented by appropriate STAMPS.

Jewellery, &c., are classed as *lettres de valeur déclarée*, but they are CHARGED the fixed rate of 25 centimes, plus a tax of 1 per cent. of their value up to 100 francs, then 50 centimes for each 100 francs or fraction thereof up to 10,000 francs. This value cannot be under 50 francs. Jewellery, &c., must be sent in boxes of SPECIAL DIMENSIONS. That is to say, the boxes must

**Post-Office Department**—(continued).

not be less than eight millimetres in regard to the thickness of the sides, and must not exceed five centimetres in height and eight centimetres in length. However, in case of breakage of these boxes and deterioration of value of the contents there is no indemnity recoverable. It is very convenient in sending valuables in this way to know whether the same has been received. By paying 10 centimes extra he will be advised of the receipt of same. This is applicable to both letters of declared value or boxes, &c.

Money orders (*mandat de poste*): the charge is 1 per cent. The minimum amount is 50 centimes. It is important to observe that the payee MUST PROVIDE HIMSELF BEFOREHAND NOT ONLY WITH THE MONEY ORDER but with a *pièce justificative d'identité*; that is to say, some document or paper establishing the identity of the payee. Very often you will hear sharp criticism at the post-offices in France on the part of the payee who has not the necessary *pièces*; but the post-office clerk is clearly within his rights in demanding these papers, and is severely held responsible for neglect in this important detail. These *pièces d'identité* are not such formidable affairs after all. Show the clerk one or two letters, or, better still, envelopes addressed to you at the same address as that mentioned in the money order; or show him your receipt for rent (*quittance de loyer*), passport, &c. If you have none of these papers, then what is called a *certificat* is required, proving that you are the person named in the money order. It is signed by two witnesses.

When it is desired to authorise a person to receive your registered letters, money orders, or telegraphic money orders, a very simple form of authority is given at the end of this volume under "Forms." This is the OFFICIAL FORM. To save time you can buy a form at any post-office for 60 centimes.

**Post-Office Savings Bank.**—(See "Finance and Banking.")

**Pourboires.**—The word *pourboire*, or something with which to slake one's thirst, is not a legal claim. It cannot be even considered as a custom in the sense of a "usage" recognised by the courts. Nevertheless, it is what might be termed a social custom, which is recognised by people generally in France. Foreigners should not forget that "when you are in Rome do as the Romans do" is founded, if not on law, yet appeals to common sense all the same. Americans and English

**Pourboires**—(continued).

people do not object to paying a person who serves you something extra for his trouble. The question is principally "how much" should be given. Experience shows that a golden mean should be observed. To give too much does not convey the impression so much of generosity as ignorance of the usages in France. To pay nothing or too little renders one liable not only to bad service but to possible remarks to which one is likely to take exception. Thus time and money are saved by conforming as nearly as possible to the "way they do in France" when you are visiting or dwelling there. A coachman expects 25 centimes for a trip or *course* from one point to another. In restaurants the waiter expects at least one sou for each franc expended. When there are two or more persons, then the *pourboire* is generally doubled. At the theatre the woman who shows you to your seat expects 50 centimes; to a box (*loge*), 1 franc. When with a lady this is sometimes doubled. Ladies give nothing to the hairdresser, but men pay a barber 40 to 50 centimes. At the hatters nothing is paid for blocking a silk hat to the shop, but the man who does the work usually gets 50 centimes. At the bathing establishments a placard is sometimes hung up showing that the man who prepares the bath (*garçon*) is expected to receive 50 centimes. Of course, more than this is given when the *garçon* has been attentive, and at the Turkish baths the *garçon* does not hesitate to inform you that the house (*maison*) does not pay him anything for his services.

When dining often at friends' houses the servant who waits at the table often receives New Year's Day presents ranging from 10 to 20 francs. There are very few commissionnaires now in Paris—so celebrated by Paul de Kock. They are replaced by the telephone and the telegraph service. The messenger at hotels and restaurants and *cafés* replaces, to some extent, the commissionnaire. He is paid usually from 1 franc to 2 francs according to the length of the *course*. When you pay a bill brought you, two sous is generally, at least, paid to the *employé* who brings it. When visiting friends in the country you will not be far out if you give the servants who serve you at the rate of 1 franc per diem, but never less than 5 francs. The *employés* of a business house or one's household servants usually get at New Year's Day as *étrennes* a month's wages. To the postman from 2 francs to 10 francs, or even more if his service has been important. In cases not referred to specially above you can give 1 franc to "those servants and others who have done nothing for you particularly."

**Powers of Attorney.**—Powers of attorney are generally necessary in France in order that an American or English lawyer may appear before a *juge de paix* or a *tribunal de commerce* on behalf of a client. Without one his antagonist may take exception to his appearing and demand his authority for pleading in his client's behalf. A power of attorney (*pouvoir*), for use in France, should be on stamped paper (*papier timbré*). A blank *pouvoir* on *papier timbré* may be bought ready for filling in the necessary names and other details. Powers of attorney sent from the United States to France, to be used in France, need not be acknowledged before a French Consul.

A power of attorney executed in France must be on *papier timbré*, but executed abroad (America or England, for example) does not require to be on stamped paper. It is always advisable to insert in the document a power for substitution. A very simple way of carrying this out by the attorney is to write the words *Bon pour pouvoir de substitution*, and sign. An attorney with power of substitution may write on an *assignation* these words referred to on the margin of the *assignation*. It may here be mentioned, in connection with lawsuits generally, that all papers and documents (including a power of attorney) which are to be produced in court must be registered.

Powers of attorney, whether related to real property or not, must be REGISTERED. The fee is 3 francs. If there are several persons named as attorneys in fact, then this fee is charged for each person mentioned as attorney in the power.

For powers of attorney in connection with companies, see "Companies."

**Prescription.**—(See "Statute of Limitations," "Outlaw," "Shopping.")

**Privileged Creditors.**—(See "Creditors.")

**Procedure.**—The Code of Civil Procedure is likely to be improved and brought more up to date when the work of a special committee, appointed to report on the matter, is concluded. Camuzet refers to some of the reforms urged by the profession in his *Voies d'Exécution*, among which are serving certain papers by registered letter instead of by a bailiff; declaring Government stocks capable of attachment; declaring not attachable a debtor's dwelling, &c.

## Professions and Trades.

### ARCHITECTS.

Although the profession of architect in France is very open to all, the responsibilities are sufficient to keep out careless practitioners.

The Civil Code declares that if the building constructed for a price tumbles down (the original word is *périt*) entirely or partially by reason of some vice of construction—even by reason of the fault of the ground in which the foundations are laid—THE ARCHITECT AND CONTRACTOR ARE RESPONSIBLE FOR A PERIOD OF TEN YEARS. After this period of ten years, however, the architect is discharged from all liability. Architects are classed under the head of Privileged Creditors. The Civil Code mentions architects, contractors, masons, and other workmen employed to put up, reconstruct, or repair buildings, canals, or other works whatsoever, provided nevertheless that an official report has been previously drawn up by an expert appointed *d'office* (that is to say, spontaneously and on its own initiative) by the Tribunal of First Instance of the district in which the buildings are situated, showing the condition of the premises in respect of the work which the owner declares he has the intention of undertaking, and provided the work has been accepted within six months at most from their completion by an expert also appointed by the court appointed *d'office*.

Architects, contractors, masons, and other workmen employed to put up, reconstruct, and repair buildings, canals, or other works, and those who, for the purpose of paying and reimbursing them, have loaned money of which the employment has been established, RETAIN THEIR PRIVILEGE FROM THE DATE OF THE INSCRIPTION of the first official report by the double inscription made—first, of the official report showing the condition of the premises; second, of the official report of acceptance. But the amount of the privilege cannot exceed the amount allowed by the second official report, and it is confined to the increase in value at the time of the conveyance of the real estate and resulting from the work which has been undertaken.

The provisions of the law of November 30, 1892, dealing with the practice of certain professions in France, should be known by all intending to come to France in a medical capacity.

### DOCTORS IN MEDICINE.

No one can practise medicine in France unless he is provided with a diploma of Doctor in Medicine DELIVERED BY THE

**Professions and Trades—(continued).**

**FRENCH GOVERNMENT, AND AS A RESULT OF PASSING EXAMINATIONS AT A SUPERIOR STATE MEDICAL ESTABLISHMENT.**

**DENTISTS.**

No one can practise the profession of dentist in France unless he has a diploma of Doctor in Medicine or of Surgeon-Dentist. The diploma of Surgeon-Dentist shall be DELIVERED BY THE FRENCH GOVERNMENT FOLLOWING STUDIES ORGANISED IN CONFORMITY WITH BY-LAWS PASSED WITH THE ADVICE OF THE SUPERIOR COUNCIL OF PUBLIC INSTRUCTION, AND AFTER EXAMINATIONS PASSED AT A GOVERNMENT SUPERIOR MEDICAL INSTITUTION.

**MIDWIVES.**

Midwives cannot practise the art of midwifery in France unless they have a diploma of the first or second class DELIVERED BY THE FRENCH GOVERNMENT. THIS DIPLOMA MUST BE AWARDED AS A RESULT OF SUCCESSFUL EXAMINATIONS AT A FRENCH FACULTY OF MEDICINE, A SCHOOL IN FULL WORKING, OR A PREPARATORY SCHOOL OF MEDICINE AND OF PHARMACY OF THE GOVERNMENT. Midwives are forbidden to employ instruments. In difficult cases they must call in a Doctor of Medicine or a Health Officer. They are forbidden to prescribe medicines except in certain cases fixed by Decree of June 23, 1873, and other decrees which may be drawn up by, and with the advice of, the Academy of Medicine. Midwives are authorised to vaccinate and re-vaccinate in connection with small-pox.

I have not grouped the above professions together from any caprice of editorial arrangement, but simply because the law of 1892 so arranges them.

Doctors, dentists and midwives WHO HAVE OBTAINED DIPLOMAS ABROAD, NO MATTER WHAT THE NATIONALITY MAY BE, CANNOT EXERCISE THEIR PROFESSION IN FRANCE unless they have previously obtained a diploma as Doctor of Medicine, Surgeon-Dentist, or Midwife in the way prescribed by this law above referred to. Dispensations as to learning and examinations can be exceptionally accorded by the Minister.

Exemption from paying school and examination fees can be accorded by the Minister in accordance with a by-law passed by the Superior Council of Public Instruction, but in no case will these exemptions be allowed in connection with the doctorat for more than three trials. Foreign students who apply for authority to present themselves for examination, whether



**Professions and Trades—(continued).**

for diploma of Doctor in Medicine, for Surgeon-Dentist, and foreign students who apply for a diploma as Midwife, ARE SUBJECT TO THE SAME RULES in regard to school fees and examination as French students. At the same time, foreigners can be accorded certain privileges in view of their enrolment in the faculties and schools of medicine, whether in the way of regarding as equivalent their diplomas or certificates obtained by them abroad, or by way of exemption from fees in connection with French grades required for enrolment, as well as partial exemption of school fees corresponding with the duration of time of their studies abroad. The degree of Doctor in Surgery has been abolished. Doctors in medicine, surgeon-dentists, and midwives are obliged during the month following their establishing themselves to REGISTER their titles and qualifications AT THE PREFECTURE OR SUB-PREFECTURE, AND AT THE OFFICE OF THE CLERK OF THE CIVIL TRIBUNAL OF THEIR ARRONDISSEMENT, which is free. Changing from one department to another necessitates a fresh registration of titles. Practitioners are forbidden to exercise their profession under any name but their own. (For statute of limitations for debts to doctors, dentists, and midwives, see "Statute of Limitations.") For illegally practising medicine the offender is subject to a fine of from 100 to 500 francs, and for repetition of the offence the scale is doubled and imprisonment added for from six days to six months; but the court may only impose one of the punishments. For practising illegally as a dentist the fine is from 50 to 100 francs, and for repetition of the offence the scale of fines is doubled with imprisonment of from six days to one month at the discretion of the court. When a person practises illegally and usurps the title of doctor of medicine, dental-surgeon, or midwife the punishments are much more severe.

**ARTISTES.**

*Artistes*, which term includes actresses, actors, and singers, are engaged usually by written or printed engagements. These are binding. But an engagement may be entered into by correspondence, which is admitted as evidence. If an *artiste* does not please the public the engagement is not obligatory, and the court decides whether the evidence shows that the *artiste* pleases the public or not. An engagement can be entered into by an *artiste* conditional on the engagement becoming definite after the *débuts*; but the manager of a theatre cannot cancel the engagement until after the *débuts* are completed. When a

**Professions and Trades**—(continued).

manager has not reserved the right to cancel the engagement, it becomes irrevocable from the moment the *débuts* have been well received and applauded by the public. As soon as the engagement becomes definite, the manager must pay the *artiste* his salary whether he employs him or not. The fact that an *artiste* has a slight illness (*passagère*) does not give the manager the right to cancel the engagement or to refuse to pay the salary agreed upon. But if the illness continues for some time, then the *artiste* is only entitled to a proportional amount of the salary until he resumes work. The pregnancy of an actress is not an "illness" (*maladie*), and does not entitle the manager to suspend payment of salary. If, however, she is not married, the contrary is the case, unless expressly stipulated for in the contract. An actor who claims to be ill and cannot prove it is liable to pay damages on refusal to play. An *artiste* who accepts a *rôle* and plays several times in public cannot refuse to play the same *rôle* without being liable to damages. The court will fix the amount of damages. An *artiste* who engages to play in certain *rôles* can claim damages if the manager gives the *rôles* to others. Holidays should be arranged before entering into an engagement. If the contract of engagement is silent on this point no holiday can be claimed. An *artiste* cannot contract for a perpetual engagement. An *artiste* should be careful to understand each clause of his engagement.

**Prohibited Degrees.**—A man is prohibited from marrying his deceased wife's sister. So also the Civil Code forbids a woman to marry the brother of a deceased husband. By the law of April 16, 1832, however, the President of the Republic may, for grave reasons, remove this disability.

**Promissory Notes.**—Stamped forms or blank stamped paper may be bought at the nearest tobacco-shop. The price varies according to the amount involved. (See "Stamped Paper" or "Papier Timbré" and "Forms.")

**Property (Real).**—Some of the incidents of Americans or Englishmen holding real property in France may be cited at the outset. Holding real estate in France renders a foreigner subject to attachment in cases of being sued in France and being the losing party to the suit. The importance of realising all the responsibilities resulting from holding real property in France is pointed out by Kelly in "French Law of Marriage,"

**Property (Real)**—(continued).

where a wealthy American father had married his daughter to a Frenchman. The latter from some reason or other fell into financial difficulties and claimed support from his father-in-law. This he had a perfect legal right to do in the eyes of the French law, just as according to the French law the father could, in case of necessity, sue his son-in-law for enough to live upon, the liability being reciprocal. The Frenchman won his suit in America, but the United States Circuit Court refused to grant execution of judgment. "Fortunately," remarks Kelly, "for the defendant in the above action, his property was in America, but if, as is frequently the case, there is property in France, the French courts will undoubtedly execute their judgment thereon." On the other hand, holding real estate of sufficient value in France renders a bond of indemnity unnecessary in suing a Frenchman in France. (See "Jurisdiction." For real property as affected by marriage, see "Contrats de Mariage.")

**PROPERTY, REAL—WHAT IS, UNDER THE CODE.**

Under the French law the following is expressly defined to be "realty": Land and buildings are realty by reason of their nature; windmills or mills worked by water power, when they are supported by pillars and form part of a building, are realty by reason of their nature; root crops and fruit on trees not yet plucked are realty, but as soon as crops are cut and fruit detached from trees they become personalty, and if a part of a crop is cut that part is personalty. Wood cut from trees of the forest is not personalty until the tree is cut down. Animals which are used for cultivating the soil are considered as realty provided, they are deemed as attached to the farm as part of an agreement. Animals which are the subject of a lease to others than a farmer are considered as personalty. Water-pipes conducting water in a house or heritage are realty, and are part of the land to which they are attached. Objects which an owner has placed on land for its use and exploitation are realty *par destination*. In the same sense are considered as realty: animals attached to the cultivation of the soil; farming implements; seed for sowing; pigeons and dove-cot; fish in ponds; rabbits in warren; hives of honey bees; wine-presses; alembics; vats and tuns; tools necessary for ironsmiths, for paper-mills, and other factories; straw and manure. Also are considered as realty *par destination* all personal property which is attached to the soil in a permanent manner—fixtures. Fixtures are

**Property (Real)**—(continued).

those objects of personal property which are fixed in plaster or cement, or when they cannot be detached without breakage or damage, or breaking or damaging the part of the ground to which they are attached. Mirrors of an apartment are considered as fixtures when the floor to which they are attached is solid with the woodwork; so also with pictures and other ornaments. Statues are realty when in a niche made expressly for them, and when they cannot be taken away without breakage and damage. The use of real estate is real estate, so are easements and claims against realty. (See "Personalty.")

**Property (Lost).**—Although the Civil Code lays down the principle that possession is as good as title (*possession vaut titre*), property which has been stolen, of course, is an exception. But the rightful owner must claim his property which has been stolen within five years, counting from the day the article was stolen. The same remarks apply to lost property. The person who, even though he buys stolen property of another, must return it to the rightful owner. This does not prevent his having an action against the one who sold it to him. If one buys stolen or lost property at a fair or market, or at a public sale, or in ordinary commerce from a merchant, the rightful owner cannot claim his property until he has reimbursed the person in possession of the property for the price he paid for it.

**WHAT TO DO.**

In case of losing property in France, communicate at once with the Commissary of Police. Then notice should be given at once to the Lost Property Office, called "BUREAU DES OBJETS TROUVÉS, 36 Quai des Orfèvres, in Paris (in other places the *Mairie*, or Mayor's Office). Here everything of value found in the street, railway stations, railway carriages, omnibuses, boats, carriages, cabs, tramways, theatres, and generally in all public places, is deposited awaiting claim of the owner. A form is given you to fill out in which the details are declared concerning the loss. If the object lost should be found, notice will be sent you. (For form of declaration of loss (*Déclaration de Perte*), see "Forms.")

**LOST SHARES, BONDS, &c.**

If you have lost shares, bonds, &c., the first thing to do is to notify the company or companies from which the shares, &c., were issued. You must also notify the public brokers (*Agents*

**Property (Lost)**—(continued).

*de Change*) of your loss. In the former case this notification is necessary in order to stop payment of interest, dividends, &c., and in the latter case this notification is necessary in order to stop negotiation of the shares or bonds, as the case may be. You cannot lodge these *caveats* yourself in France. It must be done by a bailiff or *huissier*. The law of 1872 provides for the precautions to be taken by the person who has lost, or from whom shares or bonds have been stolen. There is another precaution to be taken in connection with lost or stolen shares or bonds. This is to give public notice of your loss. This notification is made in the newspapers or *journaux légaux*. (See "Forms" for *Déclaration de Perte de Titres*.)

**Property of Foreigners.**—The property of foreigners is governed, in the case of real property, by the law of the country in which real property is situated; in the case of personal property it is governed by the law of the owner's domicile. (See "Domicile.") This is principally important to know in the case of death, as can be easily understood. (See "Wills.") The law is perfectly clear on this point.

**Protest.**—Notes, &c., are protested by a notary or a bailiff (*huissier*) who protests a bill of exchange at the domicile of the drawee or at his last known address. The protest contains a copy of the bill of exchange, acceptance, endorsements, &c., indicated on it, and the demand to pay; also states whether the payer was present or absent, and the reasons why payment was not made. Notaries and bailiffs are compelled to keep a record of all protests made. (See "Bills of Exchange.")

**Public Debt of France.**—(See "Financial and Banking.")

**Public Holidays.**—The following are the public holidays (*fêtes légales*) in France: Sundays, the first of January, Christmas Day, Ascension Day, Assumption, All Saints, and the *Fête Nationale* of July 14. By the law of March 8, 1886, Easter Monday and Whit-Monday were also made legal or public holidays. (See "Sunday.")

**Public Instruction.**—Primary instruction (*instruction primaire*) is obligatory in France for children of both sexes from six to thirteen years of age. The provisions of the law

**Public Instruction**—(*continued*).

of March 28, 1882, declare that this instruction may be given at Government or private schools or even at home by a father of a family or any other person duly authorised by him.

**Raison Sociale.**—The *raison sociale* is the name under which a partnership, firm, or company transacts business, and by which it is known in business.

**Rates of Shipping.**—(See "Shipping.")

**Real Estate—Realty—Real Property.**—(See "Property.")

**Récépissé.**—A *récépissé* is a receipt. The word signifies "have received." It is used in connection with documents, papers, &c. It is, therefore, an acknowledgment of the receipt of certain papers, documents, letters, &c. (See, for example, under "Automobiles.")

**Récidiviste** is the adjective derived from *récidive*, and is of Latin origin (*runsus* and *cadere*, to fall again), and is applied to persons who commit a crime or misdemeanour a second time. The penalties for a repetition of an offence are more severe.

**Registration of Foreigners.**—(See "U.S. Consulate-General.")

**Relief Fund.**—(See "U.S. Consulate-General.")

**Reliquat.**—The *reliquat* is the balance of an account.

**Réparations Locatives.**—(See "Lease.")

**Requête.**—In its ordinary sense the word *requête* signifies a "*demande* before the court." The *requête* is made by an *avoué*, and addressed to the Tribunal or a President with the object of obtaining certain powers; for instance, to *citer à bref délai*. The word is also used to signify certain acts of procedure on the part of an *avoué*, though in this sense the *requête* is not addressed to the Tribunal, although words to that effect are really used in the document.

**Respondent.**—(See "Intimé.")

**Reshipment of American Merchandise.**—(See "U.S. Consulate-General.")

**Residence in France.**—The Secretary of the Treasury's decision that after an American citizen had resided abroad for five years it could no longer be termed a temporary residence seems now (at the time of going to press) likely to be "old law." In the decision referred to (*KNOEDLER & Co. v. THE UNITED STATES*), Judge Alfred Coxe, of the United States Circuit Court, held that the Secretary of the Treasury had no authority vested in him to make an arbitrary ruling to the effect that after an American citizen had lived abroad for five years it could no longer be termed a temporary residence. Judge Coxe held that the SECRETARY OF THE TREASURY HAD ALSO NO AUTHORITY VESTED IN HIM TO MAKE A LIMITATION UPON A MAN'S RESIDENCE ABROAD. This decision as to the number of years an American citizen may reside abroad without forfeiting his citizenship is very important and far-reaching.

**Retrospective Laws.**—The Code declares that the law has no retrospective force. A law goes into operation by virtue of its promulgation by the President of the Republic.

**Roussel.**—The law of 1874 for the protection of young children is sometimes called the *loi Roussel* from the name of its author. (See "Children.")

**Saisie.**—The word *saisie* is generic, and comprehends *saisie arrêt*, or garnishing; *saisie brandon*, or seizure of crops and fruit; *saisie exécution*, levying upon the goods and chattels of a defendant by virtue of a judgment for debt and damages; *saisie gagerie*, or distraining upon personal chattels without prior legal process; *saisie-revendication*, or seizure under a prior claim; and, lastly, *saisie immobilière*, or attachment of real property. (See "Auction.")

**SAISIE EXECUTION.**

A *saisie execution* is a levy on the personal property of a debtor after a command to pay has not been obeyed. After twenty-four hours' interval the bailiff can enter upon the premises and proceed to "seize" or levy upon personal property of the debtor to cover the debt. The debtor is not allowed to be present. The levy must be carried out in the presence of two witnesses. Certain property is exempt, such as necessary beds,

**Saisie**—(continued).

clothing actually in use, books and tools necessary to carry on a profession or trade up to the value of 300 francs, food. Only such quantity is sold as is sufficient to pay the debt.

## SAISIE FORAINE.

The *saisie foraine* is a kind of attachment which is frequently the subject of annoyance to Americans and English people residing temporarily in France. It should be properly understood, therefore, by tourists and persons living in hotels, &c. The word *forain* means not having a fixed abode, and thus a *marchand forain* is a merchant who frequents fairs in order to sell his wares. So, also, a *débiteur forain*, a debtor who has no fixed domicile in the French legal acceptance of the word. French jurisprudence considers a *débiteur forain* every debtor who has not a domicile nor habitation in the commune where the creditor resides, and who only, by chance, happens to be in such commune. *A fortiori*, remarks Dalloz, "a foreigner, not domiciled in France, and who possesses neither real estate nor establishment, should be considered a *débiteur forain*. The creditor, in order to carry out a *saisie foraine*, must apply to the judge of the Tribunal of First Instance or to a *Juge de Paix*. This permission is accorded to the creditor by the judge of the district where the objects to be seized are to be found. Is there any remedy against a *saisie foraine*? It is not easy to find one, for the permission is granted by a judge in his *discretion*, and, therefore, is held not to be subject to appeal. This view, however, has been contested, but the *saisie* must be made in the commune where the creditor lives, otherwise it is void. Again, if the debt is small and the value of the objects seized relatively large, the act is considered as vexatious.

## SAISIE BRANDON.

When a creditor attaches fruit, cereals, vegetables, &c., belonging to a debtor the operation is called *saisie brandon*. The word *brandon* refers to wisps of straw which were used in agricultural districts to show that the crops in a certain field were attached. The French word *fruit* employed by the Code (*fruits pendant par racines*) is held to mean periodical products and capable of reproducing themselves.

**Sales.**—(See "Shopping," "Horses," "Auctions," "Dress-makers.") Purchases and sales are proved by notarial deeds; by deeds under private seal; by the account or memorandum of



**Sales**—(continued).

a stockbroker or broker duly signed by the parties; by an accepted invoice; by the correspondence of the parties; by the books of the parties; and by parole evidence where such is allowed by the court.

**Seal Skins.**—All persons leaving France with seal-skin garments should visit the United States Consulate before taking passage for America. It may be that the owner of a seal-skin garment purchased the same in the United States and thinks he can prove this fact. It may be so. But to be sure of any possible difficulty it is more prudent to go to the Consulate and declare the seal skin before leaving France. The reason of the difficulty in regard to seal skins is to be found in the determination on the part of the United States Government to protect the seal-skin industry of that country. When a furrier or other person sells a seal skin in France he has to show that the seal skin, in order to avoid paying duty, was the product of American waters. He goes to the Consulate and proves to the Consular authorities that the skin in question was the product of American industry. The Consulate asks the merchant to make an affidavit to that effect. Whereupon a stamp is made on the seal skin, and the garment can then be cut up for a garment without sacrificing any right which the merchant may have. The garment on being sold to the customer is accompanied with the affidavit, which the merchant made at the Consulate, as a guarantee of exemption from duty. It might be asked how it is that the marks or stamps on the skin, on being shown to the Consulate to satisfy the authorities that the seal was killed in American waters, should not be sufficient to show the Customs officers on landing in America? The answer to this supposed question is this: The marks on the skin are made in places which are of the least value to the furrier, and in the course of cutting up the skin to make a garment these parts of the skin are thrown away. Hence a fresh mark must be placed where every one can see it. The stamp of the Consulate is not of itself sufficient proof, and so an affidavit is necessary. This affidavit passes from seller to purchaser as a guarantee of exemption from duty. (For a model of affidavit, see "Forms." But see "U.S. Consulate-General — Notice to Passengers," where Americans go abroad on a visit.)

**Secrets.**—The French law is very severe in regard to professional secrets, and physicians, lawyers, clergymen, chemists,

**Secrets**—(*continued*).

midwives, and others who are, by the nature of their profession, the depositaries of secrets which have been confided to them, are not only not allowed to reveal those secrets but are punished under the Penal Code by imprisonment of from one month to six months and a fine of from 100 francs to 500 francs. There is an exception to this provision of the Code in cases where the law obliges a person to be a denunciator.

**Security for Costs.**—The *caution judicatum solvi* or security for costs is due to French defendants. It is also due to foreigners who have been admitted to domicile in France. But a foreign defendant who has not been admitted to fix his domicile in France, and therefore does not enjoy what are called "civil rights," cannot claim the security referred to. The idea of this provision of the Code seems to be plainly to protect a Frenchman against a foreigner on the theory that the foreigner may leave the country surreptitiously to the prejudice of the French citizen whom he has brought before the courts and put to inconvenience and expense. (See "Foreigners.")

**Seduction.**—The Penal Code declares that "Whosoever shall have, by fraud or violence, run away with, or caused to be run away with, a minor, or shall have allured, abducted, or removed, or shall have caused this to be done, from the place where said minor had been placed where those having authority or care over them had submitted or confided, shall be sentenced to reclusion (*i.e.*, hard labour). If the woman be under sixteen years the punishment shall be *travaux forcés à temps*." The age of consent, then, is sixteen years. Senator Béranger has endeavoured to have the age of consent raised to eighteen, but so far without success.

**Seing Privé.**—A document which is signed by the party or parties bound by it without any notarial authentication is called an *acte sous seing privé*, or private seal. Anything in the way of a document can be signed in this way except those documents which are specially commanded by the law to be executed before a notary. Those documents which are so specially commanded by the law to be executed before a notary are, amongst others: marriage contracts; mortgages and discharges of same; gifts *inter vivos*; revocations of gifts or changes in a Will; recognition of a natural child; formal notices to parents of an intended marriage (*actes respectueux*), mystic and public Wills;

**Seing Privé**—(continued).

transfer of patent rights. As to this latter, a transfer under private seal is valid as between the parties but not so as to a third person.

**Separation.**—Separation is granted by the court for the same causes as for divorce. Separation is, no doubt, often considered as a provision founded on the principles as expounded by the Church. The doctrine that marriage is a sacrament and indissoluble bars divorce, but, on the other hand, separation *a mensâ et thoro* provides relief consistent with the dictates of conscience. In French law, however, the Church does not seem to be recognised, perhaps, as much as in other countries where separation is provided for by the law. This seems to be borne out by the fact that a separation of three years' standing may be converted into divorce on the application of either of the parties. What, then, is the explanation? Nothing more or less than the fact that French law, in regard to family relations particularly, aims at reconciliation of all the members of the family. The family must be kept together if possible, and only after time has proved that husband and wife cannot live together amicably, and that all hope of reconciliation must be abandoned, then, and only then, does divorce step in as a remedy. The Divorce Court, then, exercises its functions in theory as a father of a family, and the first step in applying for divorce is almost an application for an arbitration with the view of reconciliation if possible. Doubtless, however, the theory is often lost sight of in the pressure of business, and divorces obtained with a certain amount of rapidity and ease. This is particularly the case where no opposition is made by the party against whom the remedy is sought. (See "Divorce.")

**Servants (General Observations).**—American and English people who require servants in France will have less difficulty in obtaining good servants if careful personal inquiry is made before engaging them. Swiss and country servants are preferred to Parisians, but this is only a general rule. The principal point is to know as much as possible about them before employing them. Servants may be obtained at the *Mairie* of the *arrondissement* in which you live; there are special private offices, also (*Bureaux de Placement*), but great care must be taken in making a satisfactory selection at these places; then there are convents where young female servants are trained by the sisters for domestic service. It is stated that obligatory

**Servants (General Observations)**—(*continued*).

schooling in France has had the effect of making young women dislike domestic service, and given them a taste for trade or occupation in shops and ateliers or workrooms. It is also stated that there are more men-servants out of employment in Paris than women servants. The majority of female servants come to Paris from Brittany or the centre of France. A general servant (*bonne à tout faire*) expects from 25 francs to 50 francs a month; housemaids (*femmes de chambre*) from 30 francs to 100 francs a month; cooks (*cuisinières*) from 45 francs to 90 francs a month; coachmen from 60 francs to 120 francs a month. Any servant who commences service for the first time should be provided with a certificate of good morals from the mayor or other officer of her town.

**WINE AND WASHING.**

It is usual to supply wine to servants free or else pay them a sum of money in lieu thereof. Men-servants expect six litres or eight bottles of wine a week or 10 francs compensation, and women expect three litres or four bottles of wine a week or 6 francs compensation. Washing is also free. Men-servants are usually allowed from 10 to 12 francs a month in lieu of washing, and female servants are allowed 5 francs a month in lieu of washing. Where the family is small, it is quite customary to employ a female servant by the day (*femme de ménage*). These are paid by the hour at from 30 centimes to 40 centimes per hour. They can be engaged by the month at from 25 francs to 30 francs. There is a custom in Paris which allows servants who make purchases for the house to get a sou (5 centimes) for every franc paid out. (Law as to Domestic Servants.)

Those who obtain servants through *Bureaux de Placement* are expected to retain a certain percentage (about 3 per cent.) of the servant's wages to pay the *Bureau de Placement* as the servant's fee for finding a place.

**SERVANT'S CONTRACT WITH THE "BUREAU DE PLACEMENT"  
OR INTELLIGENCE OFFICE.**

The servant who applies at the Intelligence Office (*Bureau de Placement*) for an engagement has less to fear from the bureau itself than from the people who wait outside the bureau and take advantage of the servant's ignorance or poverty to lead her astray. This fact is well known to the police, who are very severe with offenders when it is possible to convict them.

**Servants (General Observations)**—(continued).

There are difficulties, however, in the way of the police in this regard. As to the supervision by the police of the *Bureaux de Placement*, it is only due to say that it is excellent. It is important, however, that a servant should know what her rights are in this respect. By the Police Ordinance of October 5, 1852, the *placeur*, or agent, must deliver, free of charge, to each person applying to be enrolled at his office for an engagement, and at the moment of inscription on the rolls, a paper bearing the number indicating the order in which the applicant comes on the roll. At the same time this paper referred to must show what the terms and conditions are as to the remuneration of the *placeur* for procuring employment together with a receipt (*quittance*) for the sum he receives as entrance or inscription fee. If the applicant (servant) desires to withdraw at any time from the Intelligence Office, she can not only do so without difficulty, but, more than that, she can compel the agent or proprietor of the Intelligence Office to refund the fee which she has paid him as inscription fee. If the agent declines to refund this money, then the servant should go at once to the commissary of police of the *arrondissement* and state the facts of the case. The commissary will then look after her interests, and if necessary will summons the agent. The fee for placing a servant, or finding her a position, must be a fixed fee, and cannot be altered in the way of increase or diminution as the *placeur* pleases. This fee (*droit*) is due only when the agent obtains the position, and is only due after a delay sufficient to allow the servant to pay it out of her wages. No other fees or charges whatsoever are due on the part of the servant to the agent.

**DEDUCTED FROM WAGES.**

In the absence of a contrary agreement THE FEE ("DROIT DE PLACEMENT") INDICATED ON THE BULLETIN CAN ALWAYS BE PAID TO THE PLACEUR BY THE MASTER OR PATRON EMPLOYING THE SERVANT AND DEBITED TO THE ACCOUNT OF THE SERVANT, that is, deducted from her wages. This is paid a week after the servant enters into the employment of her new patron. The agent is forbidden to exhibit cards or writing of any kind pretending that he has a place vacant for servants in order to mislead them. Any and all kinds of fraud are forbidden to the agent, such as inducing a servant that he has a position for her when in fact he has not; or fraud in the way of making a servant believe that a certain position is for her interests when in fact

**Servants (General Observations)**—(*continued*).

it is not; or inducing the servant to take a position which would be morally improper for her; or, in fact, to take advantage of the servant in any way whatsoever. It is also forbidden to send young girls who are under age to persons whose reputation leaves anything to be desired, and generally the agent is forbidden to aid in any way any plan which may be against good morals. The foregoing are extracts from the police regulations referred to, and should prove useful to the heads of families in protecting a servant from imposition when commencing a term of service or terminating one. In another part of this volume will be found a form which is sometimes used in *Bureaux de Placement*. The engagement as between master and servant is generally verbal as to the terms and conditions, &c. When engaging servants at a distance or through newspaper advertisements the conditions which appear in the letters or correspondence which passes between master and servant have, naturally, an importance in case of subsequent dispute. A servant will be sure to ask, before taking a place, "How much liberty shall I have in going out?" In this connection it may be useful to point out that once a month the servant is allowed usually to have half a day free, the afternoon commencing after *déjeuner* (luncheon) and finishing by bedtime, say nine o'clock, or later. But the servant is not supposed to resume work until the next day. A SERVANT WHO REMAINS OUT ALL NIGHT MAY BE DISCHARGED.

**LAW AS TO CONTRACT WITH DOMESTIC SERVANTS.**

Since the engagement of domestic servants is generally a verbal one, the master should be careful to keep a strict account of all payments due and made to the servant. This is a moral duty, as in cases of dispute his affirmation is final as to the amount of wages to be paid and as to the payments made. The servant, however, can bring witnesses to testify as against the evidence of the master, PROVIDED THE AMOUNT IS NOT OVER 150 FRANCS. To ascertain whether the amount is over or under 150 francs let us take an example. Suppose a servant is paid 50 francs a month. This amounts, of course, to 600 francs a year. This is considered by the courts to exclude parole evidence as to the engagement since the amount involved is over 150 francs a year. The engagement can be broken by giving eight days notice. The servant cannot demand a recommendation of good service, &c., but he can demand a certificate stating the date of entering service and the date of leav-

**Servants (General Observations)**—(continued).

ing. A servant cannot bind his master for purchases on credit of necessities for the house, and this is particularly so when the sum is large.

**Shipping.**NOTES OF INTEREST IN RELATION TO SHIPMENTS DESTINED  
TO POINTS IN FRANCE.

The following information in regard to Customs Regulations governing exports from America to France will be useful to American shippers:

(1) The importation of articles enumerated below is PROHIBITED: Articles which bear marks suggesting that same are French products (goods bearing a French trade mark must distinctly show the country in which they have been manufactured); copyright works; foreign copper or nickel coin; gunpowder and cartridges; matches; medicines, with the exception of some specialities mentioned in the Official Pharmacopœia; nicotine, or extracts of tobacco; playing-cards; saccharine; tobacco, except by special permission; \* potatoes; plants grown in the vicinity of grape-vines.

## PERSONAL EFFECTS ENTITLED TO FREE ENTRY.

*Household furniture, books, linen, clothing,* and other effects of parties contemplating residence in France are admitted free, when it is evident that same have been in use abroad, and provided that such goods form part of a complete removal.

## GOLD, SILVER, AND ELECTRO-PLATED GOODS,

When comprised in the household effects of parties intending to settle in France, and subject to their having been used abroad, are entitled to free entry, but will require to pay assay-tax as follows: Articles of gold, 375·00 francs per kilo.; articles of silver, 20·00 francs per kilo.; plated articles, no assay-tax.

*Note.*—Parties contemplating temporary residence only in France will require, in addition to the assay-tax, to deposit the amount of duty to which the articles are liable. A draw-

\* Residents in France will be granted, upon application to the Director of Contributions Indirectes in their district, a permit entitling them to import, for private use, a maximum quantity per annum of 10 kilos. of tobacco or cigars, of course subject to payment of duty as follows: Cigars and cigarettes, 36·00 francs per kilo.; tobacco, 15·00 francs per kilo. Tobacco in leaf and stem is entirely prohibited.

**Shipping—(continued).**

back of this duty, however, can be claimed if the owner leaves the country within a period of three years.

**LIVE STOCK.**

There is no restriction on the importation of live animals when same are accompanied by a sanitary certificate from the proper authorities of the city from which the animals are shipped, legalised by the French Consul of the district. Upon landing in France, animals are subject to inspection by the officer of the Service Sanitaire, who, if satisfied that same are in healthy condition, will grant a *permis de circulation*.

**ENGINES AND MACHINERY.**

All shipments of machinery should be accompanied by an invoice showing the metal of which same is composed, also the net and gross weights. When manufactured from more than one metal the net weight of each should be indicated, for the reason that duty is exacted upon the several metals.

Invoices and particulars furnished to the Custom-house agent on clearing machinery should distinctly state whether the consignment to be cleared consists of one or more complete machines, or parts of machines only, owing to different rates of duty.

Machines, any part of which are of nickel, or nickel-plated, are liable to duty, as manufactures of nickel, at the rate of 150·00 francs per 100 kilos., unless the nickel or plated parts are under 5 per cent. of the entire net weight of the machine.

**DUTIES ON GOODS NOT IMPORTED FROM AMERICA BY DIRECT STEAMER.**

American goods, with few exceptions, are taxed additional duty when not imported into France by direct steamer. This additional duty is at the rate of 3·60 francs per 100 kilos., with the exception of furniture, upon which an extra rate of 30·00 francs per 100 kilos. is charged.

In shipping merchandise the sender should state whether it is to be shipped *grande vitesse* (great speed) or *petite vitesse* (little speed). *Grande vitesse* is charged a higher price, and is carried generally throughout the Continent of Europe at about the same speed as American fast freight. *Petite vitesse* is slow, making, as a rule, considerably slower time than is made by ordinary freight trains in the United States.



**Shipping—(continued).****EXTRACT FROM FRENCH CUSTOMS TARIFF DUTY.**

	Fcs.	Fcs.
Furniture, tables, chairs, &c., according to quality	6·00 to	30·00 per 100 kilos.
Imitation jewellery, plated with gold, silver, or electro		6·00 per kilo.
Engravings	0·25 to	3·00 "
Household linen	0·33 to	11·86 "
Table linen	1·21 to	10·47 "
New clothing :		
Wool	2·40 to	3·70 "
Pure silk		7·00 "
Mixed silk	3·00 to	7·50 "
Common furs		3·00 "
Fine furs		7·50 "
Automobiles	60·00 to	150·00 per 100 kilos.
Paintings		free.
Marble statues		20·00 "
Glass and china	6·00 to	30·00 "
Cottage pianos		60·00 each.
Grand pianos		85·00 "
Organs, harmoniums, according to weight (calculated on gross weight)	13·00 to	390·00 per 100 kilos.
Harp		75·00 each.
Violins		2·50 "
Bass viols		5·00 "
Double bass		10·00 "
Guitars	3·00 to	8·00 "
Other instruments	0·30 to	5·00 "
Bicycles		250·00 per 100 kilos.
Printed matter	50·00 to	250·00 "
Boots and shoes		2·50 per pair.
Oxford shoes		1·50 "
Carriages (according to weight)	60·00 to	150·00 per 100 kilos.
Wine, having less than 12 deg. alcohol		25·00 per hectolitre.
Wine, having more than 12 deg. alcohol plus, for each hectolitre of pure alcohol		25·00 "
Beer (calculated on gross weight)		156·25 "
Spirits in casks, for each hectolitre of pure alcohol		12·00 per 100 kilos.
Spirits in cases, per hectolitre of liquid		80·00 per hectolitre.
Tea		80·00 "
Coffee		416·00 per 100 kilos.
Mineral waters		408·00 "
		free.

*Note.*—The importation of certain mineral waters is prohibited.

**TARIFF OF DUTIES ON MACHINERY AND TOOLS IN FRANCE.**

	Fcs.	Fcs.
Machinery :		
Steam-engines and appliances	15·00 to	70·00 per 100 kilos.
Printing machines		8·00 "

**Shipping**—(continued).

	Fcs.	Fcs.
Electrical dynamos :		
Weight not exceeding 50 kilos. . . . .		100·00 per 100 kilos.
Between 60 and 1000 kilos. . . . .		45·00 "
Over 1000 kilos. . . . .		30·00 "
Machinery in parts . . . . .	18·00 to 200·00	"
Tools :		
Iron . . . . .		18·00 "
Steel . . . . .		27·00 "
Brass . . . . .		35·00 "
Type :		
New . . . . .		9·00 "
Old . . . . .		4·00 "
Electrotype blocks . . . . .		free.

(See Preface.)

**Shooting and Hunting.**—The law of May 3, 1844, deals with both shooting and hunting. If you own, or are in possession of, property properly closed with a continuous wall, creating an obstacle to all communication with neighbouring property, you can shoot when you like and at any time of the year without having to provide yourself with a licence, or, to speak more technically, *permis de chasse*. But, on the other hand, if you are not such owner there are two elements to be considered—viz., you must have a *permis de chasse*, and you must only shoot during the times and seasons allowed by law. In regard to the first requirement, you must apply to the *percepteur de la commune* of your domicile, or residence. Your demand for a licence must be made on *papier timbré*, which you can obtain at a tobacconist's shop, and which will cost you 60 centimes, and this demand must be legalised by the mayor, or, if in Paris, by the *Commissaire de Police*. Then you pay the fee to the *percepteur*, amounting to 28 francs, and send the demand for a licence, together with the receipt (*quittance*) of the *percepteur*, to the *Sous-préfecture* of the Department (if in Paris, to the *Préfet de Police*). The licence is entirely personal and valid for only one year. Every one cannot obtain this licence. For instance, minors under sixteen years of age; but even minors of sixteen years of age must have their application supported by the request of a parent or guardian. So, also, married women must have the consent of their husbands.

The opening of the shooting season depends very much upon the season at which the crops are all in. Naturally, therefore, the season begins earlier in the South of France than in the

**Shooting and Hunting**—(continued).

North. The exact date is published by the Prefect of the Department at least ten days before the opening of the season in his department. The fine for shooting without a licence is from 16 francs to 100 francs, and the same fine is imposed in cases where a person shoots over the property of another without having obtained previously his permission to do so. If the offence has been committed on land not yet cleared of crops, or on land closed in by a wall, &c., the fine can be doubled. It is not an offence coming within the law of 1844 when a dog trespasses on land not belonging to his master in search of game which has escaped, although this is not saying that an action for damages will not lie. There are provisions in the law referred to which apply to poachers which are very severe, but which do not seem to prevent poaching very effectually.

**Shopping.**—Shopping in France requires careful attention, not so much because any more advantage is likely to be taken of purchasers in France than in any other part of the world, but more particularly on account of the fact that, when one is not shopping in one's own country, misunderstandings are more likely to occur, and to settle disputes takes up a good deal of time.

**RECEIPTS ALWAYS NECESSARY.**

Be careful to obtain a receipt for payments made. Even when there is no intention to present a bill twice for payment, when, as a matter of fact, the account has been paid, errors are always possible. The Statute of Limitations—called in France *Prescription*—runs after one year as between shopkeepers and purchasers who are not in trade. That is to say, if you have paid an account, but not taken a receipt, then after the lapse of one year the shopkeeper cannot compel you to show a receipt or pay again in default of a receipt.

**ALWAYS KEEP ALL YOUR RECEIPTS FOR REFERENCE. THIS SHOULD BE AN INVARIABLE RULE.**

Be careful in regard to the execution of a receipt. It requires a stamp of 10 centimes, which must be cancelled by writing over it in ink the date of the payment and the initials of the person giving the receipt. This is in addition to the signature, which is preceded by the words *pour acquit* ("received payment"). Never pay for the goods in advance. See that everything in connection with an order or purchase is written down

**Shopping**—(continued).

in black and white. This will save trouble and, needless to say, money.

## CONDITIONS OF A SALE.

The law of France is very clear as to shopping. Under the heading of *la vente* (sale), the Civil Code declares that the seller has two principal obligations, which are (1) to deliver the goods, and (2) to guarantee the goods which he sells. Delivery must be made within the time agreed upon; if this is not done, the purchaser can refuse to take the goods and also claim damages. The seller is not bound to deliver the goods if the buyer does not pay for them. If time has been allowed for the payment and the buyer finds himself in monetary difficulties, the seller need not deliver the goods. The goods must be delivered in the same condition in which they were at the time of the sale. If the goods had visible defects at the time of the sale, then the purchaser cannot claim a cancellation of the sale on that account. He ought to have taken note of such defects at the time of the sale. On the other hand, the seller guarantees that the goods have no defects which are not visible and which could not have been seen by the purchaser before the bargain was completed. These defects referred to are called in French law *vices cachés*. (See, in connection with the sale of horses, *vices rédhibitoires*.) If the goods are not the same measure as that purporting to be sold, or if the seller claims an increased price on the ground that the measure is greater than agreed to be sold, then the purchaser can cancel the sale. (See "Dressmakers.")

## IN CASE OF DISPUTE.

In case of dispute in regard to a sale where the seller is a large Paris shop or store (*magasin*) the inspectors endeavour to settle the matter in a friendly way. Failing a settlement, the matter is dealt with by a department of the establishment, called the *contentieux*, or claims department. This is a legal branch of the shop. (See "Dressmakers.")

**Signature.**—Where the party to a contract, &c., cannot write or sign his name, he should make his mark. This should be attested by a witness, or, better than that, two witnesses, who simply sign their names as witnesses (*témoins*), their signatures being preceded by the words explanatory of the mark of the "signatory"—*sa marque*. Here comes in the advantage of exe-

**Signature**—(*continued*).

cuting documents before a notary. His signature is sufficient, as the document then becomes an *acte authentique*.

**Signification of Judgment.**—Every judgment must be formally made known to the party against whom it is given. Where there is an *avoué* it must be made to him. If there is no *avoué*, or in cases where there is an appeal in view, when the *avoué* has received *signification*, the party must be served in like manner. In appeals, the two months time within which to make appeal does not begin to run until AFTER SIGNIFICATION DU JUGEMENT. It is interesting to see how French law provides for a losing party's convenience. A judgment is given against him. He is not supposed, in theory, to know it until his lawyer has been notified. This is done in order that he, the lawyer (who, by the way, is an *avoué*), being learned in the law, may explain the position to his client. In cases where judgments are given carrying condemnation against *the person*, the judgment must be signified to that person at his real domicile—that is, not at his domicile of election or conventional domicile. No time is specified for serving a *signification*.

**Small-pox.**—There is no law compelling quarantining of small-pox patients when stricken in their own homes.

**Société Générale.**—(See "Financial.")

**Sommation.**—A *sommation* is not a summons, as foreigners very often suppose. It is a common way to prepare the person on whom it is served for a lawsuit, but that is all. When you send a registered letter to a person you do so to be sure that he receives it, and consequently takes notice of what you state in that letter. Now, to illustrate the functions of a *sommation*, let us suppose that the *sommation* is a registered letter. The *huissier* (or bailiff) who serves it is the postman, and his office may be compared to a post-office whence registered letters are issued or sent.

Have you a claim on your landlord? Then, if he takes no notice of it, send him a *sommation*. The nearest *huissier* will attend to this on your furnishing him with the facts. And so in the case of debts, &c. The *huissier* keeps the original *sommation* in his office, but serves the party against whom the claim is made with a copy. You can always distinguish the copy, because it is written on blue paper. (See "Assignment," "Citation," "Avertissement," and "Forms.")

**Soulte.**—(From Latin *solvere*, balance of an account.)

**Sport.**—(See "Shooting," "Fishing.")

**Stamp Duty.**—The stamp duty in giving receipts (called *quittances*) for each payment over 10 francs is 10 centimes. This is added on to the amount to be paid. If this stamp is not affixed and cancelled in due form—that is, the payee's initials, together with the date of payment in black ink—there is a fine of 50 francs to which the *creditor* is exposed. Not doing this, however, does not render the receipt invalid. Promissory notes are made out on stamped paper of a convenient size. The stamp in this case varies on a sliding scale according to the sum involved, and is 5 centimes per 100 francs.

**Stamped Paper.**—*Papier de dimension*. The stamp varies in connection with *papier de dimension* according to the size of the sheet of paper :

Half sheet of small paper . . . . .	35 centimes
Sheet of small paper . . . . .	70 "
Sheet of medium-sized paper . . . . .	1·25 francs
Large sheet of paper . . . . .	1·50 "
Extra large sheet . . . . .	2·00 "

Stamps on commercial paper, such as promissory notes, bills of exchange, &c. :

100 francs and under . . . . .	5 centimes
Over 100 francs and under 200·10 francs .	10 "
Over 200 francs and under 300·00 francs .	15 "
And so on to over 900 francs and under 1000 francs . . . . .	50 "
Over 1000 francs and under 2000 francs .	1·00 franc
Over 2000 francs and under 3000 francs ,	1·50 francs
Over 3000 francs and under 4000 francs .	2·00 "

and so on.

**Stocks.**—The law of France in regard to regulating the sale of stocks in any corporation by a stockholder is directed in the interests of the public. The theory is that no stocks should be thrust upon the public market or Stock Exchange (*Bourse*) which has not something to commend itself to public confidence. Thus by the law of 1893 the shares of all persons who in the organisation of a corporation receive shares for property other

**Stocks**—(*continued*).

than cash, that is to say, mines, patents, goodwill, &c., known in France as *apport* shares, are registered in the name of the shareholder, and must remain attached to the stub during the period of two years after the constitution of the company. The law prevents these shares from being negotiable in the open market, but it does not prevent their being assigned by notarial instrument. This notarial instrument greatly interferes with the sale of such shares, a tax of one-fourth per cent. being imposed in each case for the transfer. This period of two years is a probation, and the delay is intended to establish for or against the *bona fides* of an investment, and the value of the stocks is thus supposed to be thoroughly tested. (See "Companies.")

**Stock—French Holdings of Foreign.**—(See "Finance and Banking.")

**Stock Exchange (Bourse).**—(See "Finance and Banking.")

**Stocks and Shares—sometimes Realty.**—(See "Realty.")

**Stocks to Bearer.**—(See "Finance and Banking.")

A wife only has a right to a share in the estate of her husband (apart from a will in her favour) when the husband dies intestate. Then she has a life interest in one-fourth of her husband's estate if there are one or more children, and one-half of the estate for life in all other cases. If, however, the husband dies intestate and leaves a wife but no relations within the degree of inheritance prescribed by the law, and no children, then the wife inherits the whole of the estate.

**Suits at Law.**—Every suit is begun before a *juge de paix* (justice of the peace). By a fiction of law this preliminary is supposed to have been complied with in certain cases, and a dispensation granted by the court where a case is appealed from the *juge de paix*.

**Summons.**—A summons in French legal procedure is called an *assignation*, which see. (See also "Forms.")

**Sundays.**—In regard to Sundays in France, the Penal Code declares that no sentence can be executed on national or religious *fête* days nor on *Sundays*. While Sundays are public holidays in France, private business, including formal contracts, &c., are valid in law.

**Surplus Capital of France.**—(See “Financial and Banking.”)

**Taxes (Contributions).**—Taxes in France are direct (*contributions directes*, or assessed taxes), or indirect (*contributions indirectes*, or excise revenue). The direct taxes are made directly against persons or things, while the indirect taxes are levied upon things which are used, eaten, worn, &c., and thus only affect indirectly the person paying them. For instance, when you buy a box of matches you pay a tax which is represented by a stamp on the box. If you do not use the matches you are not taxed, but if you do use the matches you pay a small tax over and above their real value, so that you are paying an “indirect tax.” The *contributions directes* are: The land tax; door and window tax; furniture tax; personal tax; and licence tax. This does not include taxes on horses, carriages, automobiles, &c.

#### GROUND.

*Contributions foncières*, or ground taxes, are paid by the proprietor of a house, or lessor, if not stipulated in the lease to the contrary. The *contribution personnelle* (personal), *mobilière* (furniture), and *patente* (or business licence) are paid by the lessee.

#### NOTICE TO TAXPAYERS.

The following is a translation of a notice to taxpayers (*contribuables*):

Taxes to replace the *octroi* duties on hygienic drinks (wine, cider, beer; &c.). Laws of December 31, 1900, and March 21, 1901. The suppression of the *octroi* dues on wine, cider, beer, &c., represents 59 millions of francs.

In replacing the *octroi* duties on hygienic drinks suppressed by the law of December 29, 1897, the city of Paris is authorised to establish, commencing January 1, 1901:

1. A ground-tax to be paid by owners of real property situated in Paris.
2. A tax on the value of property not built upon in Paris.



**Taxes (Contributions)**—(continued).

3. A tenants' tax, to be paid by persons occupying buildings in Paris.

4. A tax for taking away garbage, to be paid by tenants of houses situated in Paris.

5. A tax upon club societies and places of meeting where the fees are paid.

6. A tax upon carriages, horses, mules, and automobiles.

Finally, a tax of 1 per cent. on the rent value of commercial and industrial places.

**TENANTS' TAX ON THE RENTAL OF A DWELLING (ARTICLE 4 OF THE LAW, DECEMBER 31, 1900).**

The tenants' tax is fixed at 1 per cent. on the rent value of the dwelling. It is imposed in the name of the occupants, no matter under what title or in what capacity they are tenants.

Those persons who are not liable to a personal tax are not liable to the tenants' tax.

The rent values serve as the basis of the tax, and are levied in conformity with the law. (July 15, 1880) relating to licences, Article 12, paragraph 3.

Persons not liable to the personal tax, and who therefore are not liable to the rent tax, are those whose rent value is less than 500 francs. But the following are the exceptions to this rule:

1. Those who have only a *pied à terre* in Paris.

2. Those who are liable to the ground tax of Paris and who are lodged or not in their own house.

3. Those who are liable to a fixed tax on licence equal or greater than that of Class 6 of Table "A."

But a uniform reduction of 375 francs being made on the rental of every one liable to the tax, the taxpayers comprised in the three categories above are not liable to the personal tax except when their rent of dwelling exceeds 375 francs. Places which are *complementary*, or dependent, upon a principal dwelling in Paris, such as stables, carriage-houses, &c., are subject to the personal tax according to their real rental value, without any deduction being allowed.

**RENT TAX ON COMMERCIAL AND INDUSTRIAL PLACES  
(ARTICLE 1 OF THE LAW OF MARCH 21, 1901).**

Independently of the taxes which have been authorised by the law of December 31, 1900, the city of Paris is authorised, in

**Taxes (Contributions)**—(*continued*).

order to make up for the suppression of the taxes on hygienic drinks, to establish from January 1, 1901, a tax of 1 per cent. on the rent value of commercial and industrial places. This tax is levied on all places (other than dwelling-places) which are subject to a proportional tax on licences. It is calculated on the rent value, which serves as the basis of the proportional tax, and is such as is defined by Article 12 of the law of July 1, 1880.

The rent values serving as basis, whether as rent tax on commercial and industrial places or rent tax on dwellings, are determined by Article 12 of the law, July 15, 1880, whether by means of the leases or verbal declarations as to the rent duly registered, or by comparison with other places where the rental shall have been regularly ascertained, or notoriously known, and in default of these means as bases, by valuation.

The tenants' tax (*taxe locative*) on factories and industrial establishments is calculated on the value of the rent of these establishments, taken altogether and with all their material means of production.

When the same location comprises premises for dwelling together with commercial and industrial places an estimation is made, and the rent tax on the commercial and industrial buildings is only applied to the part of the buildings of a commercial or industrial nature if they are subject to a licence tax.

**PAYMENT OF TAXES.**

The lists of taxes replacing the *octroi* duties are recovered as direct taxes. Direct taxes are payable in twelve equal portions, of which each is due on the first of each month for the preceding month.

Taxpayers are requested to show their notice to the collector each time they make a payment. Each receipt for payment, in order to be valid, should be delivered on a coupon which the collector detaches from his receipt-book.

**REVISION.**

Revision of direct taxes and substitution taxes comprise : (1) Claims for discharge or reduction ; (2) Claims for postponement or abatement. Claims for discharge or reduction should be addressed without stamps to the Prefect of the Seine within three months of the publication of the lists, except in cases of paying twice, or error when the delay does not terminate until

**Taxes (Contributions)**—(continued).

three months after the taxpayer has had knowledge officially of a suit against him by the collector for the recovery of the sum erroneously claimed. Claims in discharge or reduction, if equal to or over 30 francs, should be written on stamped paper (*papier timbré*). The taxpayers are requested to enclose the tax notice or an extract from the roll. The value of the stamp tax on the claims for discharge or reduction which are admitted shall be reimbursed to the claimant. Claims for postponement or abatement on account of losses caused by events of an unusual nature should be addressed, without stamp, to the Prefect of the Seine on ordinary paper (*papier libre*) as soon as possible within the fortnight which follows the event in question.

## DECLARATIONS IN THE MAIRIES.

Claims for discharge or reduction may be presented without expense or formality in the form of declaration. These declarations are received at the *mairie* at the place where the tax is imposed during the month which follows its publication on the lists. If, after a summary examination, they are not immediately found to be well founded, notice to this effect is given to the taxpayer, who retains for one month, counting from the date of this notice—or, in any case, until the expiration of the general delay allowed by law—the power to make a claim in the ordinary manner. When making these declarations at the *mairie* taxpayers should bring their notice of taxes.

*Note.*—Among the taxes in substitution for the *octroi* duties on hygienic drinks figure a tax for taking away garbage (*une taxe pour l'enlèvement des ordures ménagères*), imposed in the name of the proprietors or life tenant, but payable by the tenants of the dwelling to reimburse the part of the tax on the premises occupied by them.

The sum to reimburse under this head represents, generally, 80 per cent. of the real rent. Factories and dwelling-houses of a rent value of less than 500 francs which are not liable to the personal tax are free from this tax for removal of garbage. (See "Automobiles," "Bicycles," "Horses," "Dogs.")

**Time.**—I have taken this word under which to give a few notes as to *délai*, as known to the *Code de Procédure*, not because it translates *délai*, but simply because when one is searching for the equivalent to the French word "time" is not unlikely to suggest itself as a heading. At all events, under *délai* is

**Time—**(*continued*).

grouped the following: Three clear days for citation *en conciliation*; eight clear days for an *ajournement*; fifteen clear days for *défenses*; eight clear days for *réponses*; one clear day for *avenir*; three clear days communication to the *Ministère Public*; twenty-four hours for opposition to *qualités*. The time in which you have to enter an opposition to a *jugement par défaut*, when you have not appeared, is limited to the time when judgment can be executed, which is six months; but if the judgment has been taken by default because your *avoué* has not sent in his pleadings (conclusions) the time is eight days. The time for an appeal, or *requête civile* or *cassation*, is two months. (See “*Délai*.”)

**Tobacco.**—While the importation of tobacco into France is prohibited when not passed through the Custom House in the regular way and the duty thereon paid, very often travellers are quite certain in their own minds that they can, at all events, bring tobacco, cigars, and cigarettes for their own use or as presents to friends, &c., into France without difficulty. Tobacco cannot be introduced into France free of duty. The law is against it, and, furthermore, the practice of examination of luggage is a very careful study on the part of the Custom House people. They suddenly swoop down at odd intervals and make an example of the too-confident traveller who thinks “the examiners won’t mind.” Having warned you as to what is unquestionably a danger to be avoided, let me add a word of consolation to smokers. By a circular issued to the Examiners of Customs by the Finance Department they are allowed to overlook a small quantity of tobacco carried by tourists. The quantity thus overlooked is as follows:—

THIRTY CIGARS, OR FIFTY CIGARETTES, OR ONE HECTOGRAMME ( $3\frac{1}{2}$  oz.) OF TOBACCO. If these quantities are exceeded, duty is in future to be levied only on the amount exceeding the quantity allowed to be introduced free.

The distinction, however, must be made between the law and a private circular to the employés of the Government giving them instructions how to act. There are no exceptions to the law. If the Customs Department at any moment desired to issue a new circular they can do it. In other words, the exceptions referred to DO NOT CONSTITUTE A LEGAL RIGHT.

**Trades.**—(See “Professions and Trades.”)

**Tradesmen.**—(See “Bankruptcy.”)—“Among the obligations to which tradesmen are subjected,” remarks Thaller in his *Droit Commercial*, “and which those who practise another profession are not bound to observe, are two particularly interesting. These are the obligations: (1) To keep books; (2) Publish their contract of marriage.

#### BOOKS.

The books a tradesman is obliged to keep are three in number: viz. (1) journal; (2) letter-book, in which all letters he sends away are previously press-copied; (3) a stock-book.

A tradesman must file all letters he receives.

The journal and stock-book must be SIGNED and INITIALLED once a year. All books must be kept in chronological order, without blanks, breaks, or marginal additions. They are signed by the judges of the Tribunal of Commerce or by the mayor or his deputy. This signature referred to is gratis.

Tradesmen must preserve their books for ten years.

The advantage of this rule is both for the tradesman and for his creditors. If I have an account against a tradesman I can FORCE HIM TO PRODUCE HIS BOOKS, even though they may reveal a state of things not to *his* interest. A tradesman can always produce his books against his creditor, and that is why he must keep them in perfect order.

The production of a tradesman's books can only be enforced by the court in connection with successions, dissolution of partnership, bankruptcy, and when property is held *en communauté* by husband and wife.

Not only is a tradesman in France obliged to keep his books in the manner above referred to, but there is ANOTHER DUTY which the law imposes on him. HE MUST PUBLISH HIS ANTE-NUPTIAL CONTRACT (*contrat de mariage*). When the mayor or his deputy performs the ceremony of the civil marriage, he asks the persons coming before him to be united in wedlock if there is a *contrat de mariage*. The question is based on the business-like view taken of marriage in France. Tradesmen and others dealing with the newly-married couple are protected by the answer given to the mayor's question. It is not enough for the tradesman to know that the newly-married couple live in a comfortable or even luxurious manner, and, consequently, inspiring confidence in giving credit, but he wishes to know just how far the wife's fortune is involved in the marriage partnership, &c.

**Tradesmen**—(continued).

So when the husband is IN TRADE, the question of giving credit in business transactions becomes a much more important one. It is not, therefore, a question of curiosity but of strict business requirement, this question of the mayor. Of course, where there is no marriage contract, the *régime* of *communauté* is assumed by the law. "Upon the *régime* adopted," says Thaller in his *Droit Commercial*, "depends the security which the one or the other of the married couple offer to third parties who give them credit. Under the *communauté* the wife pledges the common property of the marriage partnership as well as the husband's besides her own; the husband pledges the communal property in which enter certain property of the wife's. Under a *régime* where there is no community, husband or wife only pledge his or her OWN INDIVIDUAL property as security for payment. Upon the nature of this *régime* depends also the "capacity" of the wife, if the DOTAL *régime* has been adopted. For in that case the wife cannot alienate or encumber her dotal property, whether *she* is in business or whether her husband may be interested in inducing her to stand security for his debts. NO AUTHORISATION ON HIS PART WILL VALIDLY RELIEVE HER FROM THIS DISABILITY.

The notification or publication of the *contrat de mariage* is made to the clerks of the Civil Tribunal and of the Commercial Court and to the *Chambres des Notaires and Avoués*, where it is exposed to view for one year. The question arises, Who gives this notice to the courts, &c.? In the first place, the NOTARY who draws up the ante-nuptial settlement must, under a penalty of 20 francs, notify the courts, &c. In the second place, when a man enters trade *after* his marriage HE MUST NOTIFY THE COURTS, &c., HIMSELF.

**Transaction.**—(See "Compromise.")

**Travellers**—May be interested in knowing what becomes of property left by them at hotels involuntarily or on purpose as security for debt, &c. The law of March 31, 1896, declares that personal effects brought by a traveller to an inn, hotel, or lodgings, where he has stopped, and left by him at such inn, hotel, or lodgings, whether as security for debt or abandoned at the moment of leaving can be sold by public auction in a manner prescribed by law SIX MONTHS after the departure of the traveller in question. If there is any surplus it is placed in the traveller's name in the *Caisse des Dépôts et*

**Travellers**—(continued).

*Consignations*, where it remains for two years. If not claimed during this period by the owner, his representative or creditors, it becomes the property of the Treasury. (See "Hotels," "Boarding Houses.")

**Treasury.**—The Public Treasury (*Trésor*) administers Budget and Treasury expenses, arrears of the Public Debt, incomes, pensions (Civil, Military, and *Légion d'Honneur*), payment of Government Bonds, &c. The Treasury is a preferred creditor in certain cases. (See "Privileges.")

**Treasury, United States (Secretary of).**—(See "Residence in France.")

**Treasury.**—(See "Finance and Banking.")

**Treaty, Proposed Franco-American.** — (See "Commercial Treaty.")

**Tribunal.**—An American or Englishman is very liable to fall into an error in speaking to a Frenchman in connection with a "court." He will find the word "*cour*" in his dictionary given as the translation. A Frenchman understands by the word *cour* only the COURT OF CASSATION (*Cour de Cassation*), or the Court of Appeal (*Cour d'Appel*). The other "courts" are called Tribunals (*Tribunaux*). Thus the *Tribunal de 1<sup>re</sup> Instance*, the *Tribunal de Commerce*, and the *Justice de Paix*.

**Tribunal (of a Juge de Paix).**—To each canton or subdivision of an *arrondissement* there is a *Juge de Paix* (which see). His jurisdiction extends, speaking generally and briefly, to matters involving the value of 100 francs without right of appeal (to the Tribunal of First Instance), and to 200 francs with right of appeal. In theory all actions are supposed to be brought in the first place before a *Juge de Paix*. (See "Conciliation.")

**Tribunal de Commerce.**—The manner in which the *Tribunal de Commerce* in Paris transacts its business is very satisfactory indeed. In matters involving accounts an arbitrator is appointed, and his office is similar to that of a referee in the United States. The members of the tribunals of commerce are business men, elected, for the most part, by

**Tribunal de Commerce**—(continued).

fellow-tradesmen. Their number is fixed by decree of the Council of State. The functions of the judges of the tribunals of commerce are purely honorary, and no salary is attached to the office.

Tribunals of commerce have jurisdiction over disputes relating to contracts and transactions between merchants, tradesmen, and bankers; also between partners as to their partnership; and, finally, between all persons in connection with acts of commerce.

Acts of commerce are defined by the Commercial Code to be: Every purchase of produce or merchandise, raw or manufactured, for re-sale, or even to simply hire out; every manufacturing enterprise on commission for transport by land or by water; all enterprises for supplying goods' agencies, business offices, establishments for sales by auction, and establishments for public amusement; all operations of exchange, banking, or commission; all operations of public banks; all obligations between business men and tradesmen and bankers; all operations between persons in relation to bills of exchange. And so are also considered *actes de commerce* all operations in connection with the construction, purchase, sale, and re-sale of vessels for inland and foreign navigation, maritime transport of all kinds, all purchase or sale of rigging apparatus and stores, the chartering of vessels, and bottomry and *respondentia* bonds; all insurance and contracts concerning maritime commerce; all agreements and arrangements for paying the crew; all contracts for service of seamen for the merchant service.

Tribunals of commerce have also jurisdiction in actions against factors, merchants' clerks, or servants in connection only with what relates to the business of the merchant in whose service they are. Also these courts have jurisdiction in actions respecting bills signed by receivers, paymasters, collectors, or other accountants of public funds.

The tribunals of commerce have jurisdiction over matters in bankruptcy. The decisions of the tribunals of commerce are final in cases where the parties have agreed to abide by its decision, and without appeal; also in all demands where the principal sum involved does not exceed 1500 francs, counterclaims, and sets-off which even when added to the principal sum would exceed 1500 francs. If one of the principal claims or counterclaims amounts to more than the sum mentioned, then the tribunal can only deal with the same as a court of original jurisdiction. Nevertheless, it shall not have appellate juris-



**Tribunal de Commerce**—(continued).

diction in claims for damages where they are exclusively based upon the principal demand itself.

Appeals from the tribunals of commerce must be made to the COURT OF APPEAL in the district in which is situated the Tribunal of Commerce. The period of appealing from a decision of a Tribunal of Commerce is two months, commencing from the day of the service of notice of the judgment in cases where both parties appeared at the hearing. Where judgment was given by default, notice of appeal cannot be given before the delays provided for making what is called an "opposition" to the judgment. This delay cannot be less than ten days. The party against whom the judgment was given by default cannot "appeal"—he can only make "opposition." The successful party, however, who has gained the judgment may "appeal" if he is not satisfied with the judgment. The "opposition," then, is the remedy which French law provides for the party against whom judgment has been given by default of his appearance. The result of this "opposition" gives the party seeking it the right to have the same judge review the case once more *in his presence*, and this amounts to a fresh trial. The judgment may be absolutely the reverse of the preceding judgment, so that the judgment by default may not be final at all. There is a very great advantage in this system in cases where a judgment had been rendered during the absence of a defendant. A *jugement par défaut* is posted up at the *Palais de Justice*, but this is regarded as sufficient notice where the party is not to be found.

It is interesting to note the importance and influence on the habits, customs, and laws of France which FAIRS (*foires*) have had. An American visiting Paris, for instance, should not fail to study them from this point of view. The *saisie forcaine* (so troublesome to foreigners sometimes) is one example. The tribunals of commerce furnish another. These *tribunaux de commerce* go as far back as the sixteenth century. It is said that the origin of the *tribunaux de commerce* may be traced as far back as the fairs of Champagne and of Brie.

The judges of a *tribunaux de commerce* are called *juges consulaires* as well as *juge*. It seems probable that this title *consulaires* may be traced to the first commercial court at Paris, which was presided over by a judge and four CONSULS. The lawyers who make a special practice of pleading in the Tribunal of Commerce strongly resemble in their functions an American attorney-at-law. They are called, as mentioned elsewhere in

**Tribunal de Commerce**—(*continued*).

this volume, *avocats agréés*. These *avocats agréés* combine the professions of solicitor (*avoué*) and barrister (*avocat*). An American lawyer can plead in these courts (*tribunaux de commerce*) as well as in those of his own State. (For combination of the two branches of the profession, see "Cour de Cassation.")

**Tribunal des Conflits.**—There is a court having a jurisdiction in France over and ABOVE the Court of Cassation and the *Conseil d'Etat*. It is only, however, a JURISDICTIONAL COURT, and nothing else. This court, called the *Tribunal des Conflits*, decides in case there is a dispute as to whether a given question should be decided by a Government department ("the Administration") or by the law courts. The Minister of Justice (*Garde des Sceaux*) is *ex-officio* president of this court. There are eight other members taken from the *Conseil d'Etat* and the *Cour de Cassation*.

**Tribunal de Simple Police.**—The offences coming within the jurisdiction of the *Tribunal de Simple Police* or police court are those enumerated in the fourth book of the Penal Code. While it would be unnecessary to give this list in detail it will be sufficient to state that the list includes all offences for which the penalty is a fine of 15 francs or under, or five days imprisonment or under, and whether there is confiscation or not of property, and no matter what its value. They are presided over by a *juge de paix*. Their judgments are not necessarily final; where IMPRISONMENT is ordered you can APPEAL, or when the amount of the sentence is five francs, not inclusive of expenses.

**Tribunal de Première Instance.**—In each *arrondissement* in France (except those of St. Denis and Sceaux) there are general courts having both civil and criminal jurisdiction. Since they are peculiar to each *arrondissement* they are sometimes called *arrondissement* courts, and because they have not the power to pronounce judgments of a final nature, but are subject to appeal with certain exceptions, they are called Courts of First Instance, bearing in mind that it is the *Cour d'Appel* which is the court *par excellence* in France. The exceptions referred to are in cases where the value of the claim does not exceed 1500 francs in connection with personality or 60 francs in connection with real property. The tribunal sits in criminal jurisdiction also, when it is called the *Tribunal Correc-*

**Tribunal de Première Instance**—(continued).

*tionnel*. The *Tribunal Correctionnel* has jurisdiction over *délits* or misdemeanours. The *délits* referred to are those misdemeanours which are punishable by OVER five days imprisonment and OVER 15 francs fine.

**Trusts.**—It must not be supposed that the system of trusts has always been frowned at by French law. In the period anterior to the Revolution, trusts flourished to a degree so alarming to the principles of Republicanism that the system was abolished, with certain exceptions mentioned below. The cause of the disfavour in which trusts are held in French law at the present time is to be found in the history of France leading up to the Revolution. By the system of trusts, rich and noble families were enabled to perpetuate their fortunes in a line chosen by them. In other words, the system of trusts was, in the eyes of the revolutionaries, simply a system of caprice, of primogeniture, and, above all, a system which nourished another system, against which the revolutionaries were bitterly opposed, viz., the perpetuation of the name of great families. The system of trusts allowed a nobleman to select a certain line of succession which deprived others of the same family of their rights, was opposed to the free circulation of money and spread of business, and, finally, was opposed to the spirit of equality, the essence of the Revolution.

Accordingly trusts were abolished by the revolutionists, but not entirely. There were conservative minds which were opposed to wiping out "lock, stock, and barrel, a system which, after all, had its advantages provided they were not abused." And so the trusts which are allowed to-day by French law are the warning signals which point out the rocks upon which other ships of State may be wrecked. Trusts as they now stand in French law are allowed to fathers and mothers in FAVOUR OF THEIR CHILDREN. They can give (gifts *inter vivos*) or bequeath (by last Will and Testament) that portion of their estate which is subject to such gift or bequest. (See "Wills and Successions.") Article 1048 of the Civil Code declares that "The property of which fathers and mothers have the right to dispose can be given by them in whole or in part to one or several of their children by an instrument *inter vivos* or by will with the obligation of returning the same to the children born, and which may thereafter be born, in THE FIRST DEGREE only by the said donees." And so, also, the exception as against trusts is extended by Article 1049 of the Civil Code :

**Trusts**—(*continued*).

"A provision made by a decedent by an instrument *inter vivos* or by a will for the benefit of one or several of his brothers or sisters of all or part of the property composing the succession which is not reserved by law, with obligation to return the same to the children born, or which may thereafter be born, in the **FIRST DEGREE ONLY** of the said brothers and sisters who are donees, **SHALL BE VALID IN CASE THE DECEDENT DIES WITHOUT ISSUE.**"

**Trust Companies.**—(See "Financial.")

**Uncle.**—Marriage is prohibited, in France, between uncle and niece as well as between aunt and nephew. However, the President of the Republic can give dispensation in these cases as well as in relation to marriages between a man and deceased wife's sister. (See "Prohibited Degrees.")

**United States Consulate-General.**—Under the heading of the "U.S. Consulate-General" I have grouped a number of subjects which a critic would at once declare should be placed under more "appropriate headings." Such a critic, I am sure, has never passed an hour or so waiting to see the hard-worked officials of the U.S. Consulate-General in Paris. Americans, when travelling abroad, feel, very properly, that their Consul is their proper adviser. The Consul, therefore, is daily asked every imaginable question. It occurred to me one day that to collect together a few of what appeared to me to be the more generally interesting of these questions, and append correct answers, would save our United States consular officials much trouble and satisfy an inquiring public.

The United States Consulate-General nor any Consulate of the United States ever passes an official opinion upon any point of law.

The office issues invoices, legalises powers of attorney, wills, deeds and conveyances, assignments, trust deeds, assignments of stock, shares, &c. The fee for taking acknowledgments is ten francs and a half.

**INVOICES.**

Consular invoices are not required by the United States Government except for goods and merchandise of the value of \$100 dollars and over. These invoices are used for the United States, Cuba, Porto Rico, and the Philippines, either for sold or consigned goods.

**United States Consulate-General—(continued).**

In case the goods are to be cleared at a direct port of entry, such as New York, Boston, Philadelphia, New Orleans, &c., three copies of invoices are required. These invoices are filled out on the Consulate forms. If goods are destined for an inland port of entry such as Chicago, St. Louis, Milwaukee, Omaha, &c., four copies of invoices are required. Of these copies the Consulate keeps one for registration and record, one is sent to the Collector of Customs of the port to which the goods are destined at the port of clearance, and the other two copies are given to the shipper. He can then send one copy to the consignee and retain one for his own records. If goods are in bond, for instance, for Chicago, Omaha, or San Francisco, they go through New York without being opened or examined until arrival at the place of destination. The charges for invoices is 13 francs, or \$2.50 for the set of consular invoices, either three or four. They must be presented to the Consul, signed by the principal member of the business house shipping the goods, or by a duly authorised agent of the house. In the latter case the person referred to must obtain a power of attorney for the purpose, which power is deposited at the Consulate.

**ARTISTS.**

As to artists, there is practically no limit as to their sojourn abroad entitling them to the free of duty entry of their work into the ports of the United States. The artist, however, must execute a declaration that it is his intention to return eventually to the United States. The fee for this declaration is \$1 if made independent of a consular invoice. (See "Residence in France.")

The same rule applies as to shipments of merchandise under the value of \$100. If over that value the declaration is necessary, and in addition the consular invoice. There is no extra fee for the certificate which accompanies these invoices.

The frames of pictures must be declared separately, as they are dutiable. The frames are not the work of the artist, or, at least, are not so considered, and so come under a charge. The duty on the frame varies according to the value, and may reach as high as 45 per cent. *ad valorem*. The average frame, however, is estimated at 35 per cent. *ad valorem*.

**ARTISTS' FURNITURE.**

Artists returning to America are also entitled to free entry for their studio furnishings and household effects, and if the artist who owns them accompanies them there is no necessity for a

**United States Consulate-General—(continued).**

consular certificate. The artist on landing at his destination makes oath as to the articles being his own household effects or studio furniture. This oath is sufficient for satisfying the requirements of the Customs officers. But if these articles referred to are not accompanied by their owner, then the same procedure is necessary as in shipping goods in so far as the artist must make a declaration at the Consulate in Paris as previously described. Artists' certificate only if less than \$100, certificate and invoice if \$100 or over.

**HOUSEHOLD EFFECTS.**

Household effects which have been used abroad one year are free of duty when *brought into* the United States by persons from foreign countries, and are not intended for any other person or persons or for sale.

The Department has ruled in T.D. 22116 that where the owner does not accompany the household effects to the United States the consignee of the household effects may make entry of them and give bond under sections 2799 and 2800 Revised Statutes, conditioned that the owner will return to the United States and make the owner's declaration within one year.

Where household effects are over \$100 in value it is necessary to have a consular invoice for them.

**MARRIAGES.**

Marriages are not celebrated at the United States Consulate. (See "Marriages—American Consular.")

**DEATH OF AN AMERICAN CITIZEN IN FRANCE.**

In cases where an American citizen dies in France it may be stated that there is no treaty providing for the direct interference of the American Consul. But if there is no cause for the French police or other authorities taking direct charge of the matter the French authorities are only too pleased to have the United States Consul take charge of the estate of the deceased person. Cases where the French authorities take charge of affairs are principally where the deceased leaves real estate in France, or where some lawsuit is likely to be brought in connection with the estate of the deceased person. Having referred to this exception it may be remarked that, as a rule, the United States Consul takes charge of the immediate effects of the deceased, and, when notified by the Commissaire of Police, the Consul-General sends an officer of his department to the

**United States Consulate-General—(continued).**

house or place where the person has died. The Consul then makes an inventory, places seals on the trunks, furniture, and other property, and takes charge of the money and valuables, notifies the relations of the deceased, and asks for instructions as to the disposition of the remains and property. In cases where the French officials deem it necessary to be present and place their seals as described, then this is done conjointly, that is to say, the French official and the consular officer "cross" seals. It may be pointed out here that in no case do the French Government officials assume any authority as to personal property such as cash, stocks, shares, jewellery, and other personal property. These do not come under the *droits de succession*. (See "Death.")

CERTIFICATES FOR "PAWNING." (See "Pawning.")

DISINFECTION OF HIDES, RAGS, &c. (See "Disinfection.")

RESIDENCE IN FRANCE. (Which see.)

SEAL SKINS. (See "Seal Skins.")

SHIPPING. (Which see.)

**RELIEF FUND.**

United States Consuls have no fund placed at their disposal for the relief of indigent Americans, except as regards American seamen. They are asked continually for money to help "stranded" persons home, &c. The public when travelling abroad should understand clearly that the United States Government does not provide for such cases, and that it is a hardship for Consuls to be asked to do what they cannot do. It sometimes happens, however, that wealthy Americans establish "relief funds" in a locality, which is another thing. The fund and donations are controlled by a committee which meets at a specified time, when the propriety and urgency of the requests are passed upon.

**LOST OR MISSING FRIENDS.**

In the case of persons in the United States or England seeking lost or missing friends or relatives, the Consul of his country should be communicated with. The United States Consul is most courteous in these matters, and takes all possible steps to secure information when possible. Of course, these steps are more or less through the police, who, through a system of registration, minutely observed, can trace people often easily.

**United States Consulate-General—(continued).****ARREST OF FOREIGNERS.**

In case an American citizen is arrested through mistake or otherwise he should communicate immediately with his Consul. The cause of arrest is carefully examined into, and wherever a mistake has been committed, and can be proved, the French police are invariably open to reason. Even in cases where, through ignorance of the language or of the customs of the country, a foreigner has committed some blunder, the police are disposed to be most lenient. The Consul, however, will not interfere where the foreigner has placed himself outside the sphere of his protection by misconduct, or has shown himself to be unworthy of assistance. But in cases of hardship or persecution or unlawful prosecution the Consul will communicate with the *juge d'instruction* or officer having charge of such matters. Foreigners should be careful in all cases of arrest to refrain from insulting the police or rendering in any way the efforts of the Consul difficult. The French are courteous if treated courteously. The lowest fine for insulting the police is 16 francs.

**COMMISSIONS TO TAKE EVIDENCE.**

The Consul can take evidence in cases referred to him by a competent court, and acts as commissioner. The fees vary according to the nature of the case, whether it is an open or closed commission, and time occupied in hearing witnesses.

**PASSPORTS.**

The United States Consul does not issue passports in countries where there is an ambassador or minister accredited. Passports, however, are always *visaed* at the Consulate, for which the fee is \$1.

**REGISTRATION OF FOREIGNERS.**

The registration of all foreigners intending to reside in Paris is obligatory. This is done at the Prefecture of Police. The Consul issues a certificate, which in the absence of a passport or other satisfactory paper or document establishing his identity, domicile, or nationality, is accepted as a basis for this police registration. This certificate sets forth, in the form of declaration under oath of the person seeking to be registered, his name, parents' name, domicile address in France, age, &c. This certificate is not so useful as a passport, and is only issued when the person has no passport. The advantage of the passport is that



**United States Consulate-General—(continued).**

it may be used everywhere in Europe, and best serves the purpose of identity during its currency. The above-mentioned certificate is only good for local registration. The applicant for registration proceeds with this certificate to the Prefecture of Police, where there is a special bureau for the purpose. In other parts of France than Paris this registration is made at the office of the mayor of the town (*mairie*). Any change of residence should be communicated to the office of registration. Neglect to comply with this law of registration is severely punished. The police generally do not know or recognise the neglect to register, but in case of difficulties, such as accident, where the police wish to establish your nationality, &c., the omission is at once detected. So in case of registering the birth of a child or in marriages the omission is likewise discovered. Any one employing a foreigner not provided with a certificate of registration is liable to a fine. Neglect to register is punishable with a fine of from 50 francs to 200 francs. But in cases of false or incorrect declarations in registering he may be fined as much as 300 francs. He may be even expelled from France. The fee of the Consul's certificate is 10 francs 50 centimes.

In another part of this volume will be found forms (see pp. 270, 271) for registering at the Prefecture of Police. These forms are given in order that the person registering may know beforehand exactly what he has to fill in at the prefecture. This saves time. There are two forms: one in conformity with the law of 1888 for those who have no profession—people who live by independent means, students, and others. The other form is in conformity with the law of 1893, and is to be filled in by foreigners exercising a profession, or engaged in commerce or some industry. It may be remarked here that the police consider an artist ceases to be a student when he sells pictures. There is no charge for these registration papers, strictly speaking, but as the certificate is made on stamped paper there is a charge for the *papier timbré* (2f.55). Note, also, that the word "domicile" is understood by the police to mean "the place where you reside, sleep, and consider as your private address" (see "Domicile"). In the case of a private gentleman who has a town house and a country residence, &c., the case is sometimes difficult to decide, especially if he lives six months in one place and six months in another. If he has no particular "domicile" in the police signification of the word, then the question may be decided by the police or even by a magistrate.

**United States Consulate-General—(continued).**

If the domicile is changed, then the police must be notified. If the certificate should be lost then the police must be notified also in order that the certificate does not fall into the hands of some improper person. The office of the prefecture where the foreigner must register in Paris is 36 Quai des Orfèvres. (See "Residence in France," "Domicile.")

In his report on the decree making it obligatory on foreigners to register at the Prefecture of Police if in Paris, and at the *mairie*, if elsewhere in France, M. Ch. Floquet, President of the Conseil and Minister of the Interior, stated that "these provisions of the decree do not concern FOREIGNERS WHO ARE ONLY MOMENTARILY PASSING THROUGH FRENCH TERRITORY EITHER FOR THEIR PLEASURE OR BUSINESS." M. Jules Durand, in his *Code de l'Etranger en France*, divides foreigners in France, subject to registration, into three classes, viz.: (1) Those who live in France without knowing if they shall ever return to their own country or not; (2) those who sojourn in France for an INTERMEDIATE DURATION OF TIME OF WHICH THEY CANNOT, AT A GIVEN MOMENT, STATE ITS LENGTH; and, finally, (3) those who fix their abode in France for a time previously indicated, but under conditions of residence denoting, at least momentarily, an absence of an idea of returning to his country. In the first case the Government considers these foreigners as stopping in France with no intention of returning to their own country. In the second class referred to are to be found employes in shops and offices. They cannot always tell whether or not they shall return to their own country. Their business may continue throughout their entire life in France, &c. In the third class of foreigners are those who have business like that of a commission agent or representative of a foreign house, or member of a scientific mission, &c., who come to France with the intention of residing there for an extended period of time. If we take the case of a foreigner who knows just how long he will remain in France and can state that fact to the Government officer, the conditions above given DO NOT APPLY. Hence he is not required to register. Other classes of foreigners who are not required to register are tourists and those who come to pass a season at some watering-place or winter resort; travellers for commercial houses only passing through France for a brief stay; workmen brought over to France for some special work of a determinate nature as regards duration of time, &c.

But although the rule of *permanence of residence* should make it perfectly clear as to whether or not a foreigner should

**United States Consulate-General—(continued).**

register, yet, if there is the slightest doubt on the point, it is much more convenient and time-saving (to say nothing of avoiding worry and annoyance) to go to the proper Government official and let him decide.

**RESHIPMENT OF AMERICAN MERCHANDISE.**

American manufactured goods may be returned to the United States free of duty. The requisite form to avail oneself of this privilege will be found at the Consulate. This must be filled out. It is a declaration as to the fact of the goods being of American manufacture.

**PATENTS.**

All applications for patents to be used in the United States have to be duly presented to the United States Consul before transmission. The forms of application are usually provided by patent agents, and set forth the petition, specifications, oath, &c. The fee is 10 francs 50 centimes for each of the signatories to the document. (See "Patents.")

**RAGS.**

Rags and hides sent from France to the United States must be thoroughly disinfected. The United States Consul-General must be satisfied on this point. (See "Disinfection of Hides.")

**FREE LIST OF IMPORTS (\$100 WORTH FREE).**

Section 697 of the tariff on imports into the United States, as contained in Act of July 24, 1897, declares that the following shall be admitted free:

"Wearing apparel, articles of personal adornment, toilet articles, and similar personal effects of persons arriving into the United States; but this exception shall only include such articles as actually accompany, and are in the use of, and as are necessary and appropriate for the wear and use of, such persons for the immediate purposes of the journey and present comfort and convenience, and shall not be held to apply to merchandise or articles intended for other persons or for sale; *Provided*, that in case of residents of the United States returning from abroad all wearing apparel and other personal effects taken by them out of the United States to foreign countries shall be admitted free of duty, without regard to their value, upon their identity being established, under appropriate rules and regulations to be prescribed by the Secretary of the Treasury, *but no more than one hundred dollars in value of articles purchased abroad by such residents of the United States shall be admitted free of duty upon their return.*" (See "Residence in France.")

**United States Consulate-General—(continued).****OFFICIAL EXPLANATIONS AND COMMENTS.**

In connection with paragraph 697 of the Act of July 24, 1897, the Secretary of the Treasury, in Department Circular No. 48, Division of Customs, dated Washington, D.C., May 7, 1902, makes the following explanations and comments:

1. Under the above provision, such personal effects as the passenger may have seen fit to take abroad with him as baggage will be admitted free when their identity has been established, provided they have not been remanufactured or improved abroad so as to increase their value; and exemption from duty will be allowed on wearing apparel, articles of personal adornment, toilet articles, and such other personal effects of a value not exceeding \$100 as are ordinarily purchased abroad, by American tourists, providing they are not intended for the use of other persons or for sale. *The intention of this law seems to be to allow American tourists to bring with them on their return \$100 worth of foreign-purchased articles, with but little regard to the nature thereof, but no such exemption is made where the article brought in is intended for other persons or for sale.*

2. In this connection, it is important to note that the person making the declaration should be allowed the option to specify the articles he desires included in the \$100 exemption, but when no selection is made by the passenger, duties should be assessed upon that class of articles which is subject to the highest rate.

3. Non-residents are entitled to bring with them free of duty only such articles of wearing apparel, personal adornment, toilet articles, and similar personal effects in actual use and appropriate to their station in life; but this does not include new and unused articles or articles intended for other persons or for sale. Persons who have been abroad for purposes of study, or the restoration to health, or for other specific objects, and who have had a *fixed place of abode for one year or more*, will be considered non-residents within the meaning of the customs law. Care should be taken lest this liberal construction shall become a cloak for frauds upon the customs. Persons who have been abroad for two years or more, but not for the reasons above, and who have had during that time a *fixed place of abode for one year or more*, will be also considered as non-residents within the meaning of this law. New or unused goods of non-residents will be dutiable, as in the case of ordinary tourists.

4. Persons claiming the special exemptions allowed by law to non-residents are not entitled to the \$100 exemption in addition thereto. They should be required to come either as residents or as non-residents, but should not be permitted to come as both. The distinction is this: Non-residents are permitted to bring all wearing apparel and other articles in actual use that are appropriate to the journey without regard to value, but are entitled to no exemptions on new and unused wearing apparel or other articles, while residents are entitled to an exemption of \$100 on appropriate articles, whether in use or not.

5. In order that passengers may be fully advised of their rights and obligations under the law, provision should be made that the "Circular to tourists," prepared by the Department, is distributed on all outgoing

**United States Consulate-General—(continued).**

vessels as soon as practicable after clearance, and that the "Notice to passengers," also prepared by the Department, is distributed on all returning vessels. This will give passengers ample opportunity to study the requirements during the voyage.

6. Boarding officers and others who assist passengers in filling up their declarations should be particular to ask whether they have in their baggage or on their person any articles purchased abroad, whether intended for themselves or for other persons, or for sale. By careful adherence to this the well-nigh uniform excuse made by smugglers that their attention was not called to these provisions of the law will be avoided.

7. Passengers who are dissatisfied with the value placed upon articles bought by them should be advised of their right to make application for re-appraisal within two days, and the necessary blanks for that purpose should be furnished.

8. No invoices are required of personal effects accompanying the passenger as in the case of ordinary importations. They are nevertheless convenient, and their presence should be encouraged but not demanded.

9. The Department has heretofore ruled, and the ruling will be adhered to, that dress patterns, or other merchandise, are not entitled to free entry; neither is ladies' wearing apparel brought by a man or *vice versa*. All articles manufactured in the United States are admissible free of duty if not advanced in value or improved in condition abroad. Each member of a resident family is separately entitled to bring free of duty \$100 worth of personal effects purchased abroad, but these personal effects must be of a character suitable to the station in life of the owner, or the conclusion will be warranted that they are not for personal use of the owner.

10. Passengers' baggage and effects destined for an interior port should be forwarded on request to such destination without examination at the port of arrival.

11. Baggage or personal effects in transit to a foreign country should be forwarded by the collector of the port of arrival to the collector of the port of departure, to be delivered on the departure of the owner.

**WORKS OF ART NOT FOR SALE FREE.****Section 701 of the same tariff declares:**

"Works of art, drawings, engravings, photographic pictures, and philosophical and scientific apparatus brought by professional artists, lecturers, or scientists arriving from abroad for use by them temporarily for exhibition, and in illustration, promotion, and encouragement of art, science, or industry in the United States and not for sale shall be admitted free of duty, under such regulations as the Secretary of the Treasury shall prescribe; but bonds shall be given for the payment to the United States of such duties as may be imposed by law upon any and all such article; as shall not be exported within six months after such importations: *Provided*, that the Secretary of the Treasury may, in his discretion, extend such period for a further term of six months in cases where applications therefor shall be made."

**United States Consulate-General—(continued).****AMERICAN ARTISTS' WORK FREE.**

"Works of art, the production of *American artists residing temporarily abroad, or other works of art*, including pictorial paintings on glass, imported expressly for presentation to a national institution or to any state or municipal corporation, or incorporated religious society, college, or other public institution, except stained or painted window glass, or stained or painted glass windows, are admitted free into the United States, but such exemption shall be subject to such regulations as the Secretary of the Treasury may prescribe."

**NOTICE TO PASSENGERS.**

By order of the Secretary of the Treasury the following "Notice to Passengers" travelling to the United States has been published. By carefully perusing this "Notice" much trouble and annoyance will be saved on arriving in America. I reproduce the full text as follows :

It will be necessary for you to make a declaration, under oath, before a customs officer, before leaving this vessel, stating the number of your trunks and other packages, together with their dutiable contents. A form of Declaration and Entry will be furnished by a customs officer who will meet you at quarantine.

**RESIDENTS OF THE UNITED STATES.**

Residents of the United States returning from abroad should prepare a detailed list of all articles purchased or otherwise obtained abroad, and the prices paid therefor, or the value thereof, specifying separately wearing apparel, articles of personal adornment, toilet articles, and similar personal effects. The exemption of \$100 allowed by law will be made by the appraiser at the dock. Articles, including wearing apparel, will be appraised at the market price in the country where purchased.

**NON-RESIDENTS OF THE UNITED STATES.**

Persons not residing in the United States are entitled to bring with them as baggage, free of duty, all wearing apparel, articles of personal adornment, toilet articles, and similar personal effects in actual use and appropriate for the purposes of the journey. New and unused articles, merchandise, such articles, if any, as are intended for other purposes, or for sale, should be listed with the cost or foreign value of each article. Persons who have been abroad for the purposes of study, restoration of health, or for other specific objects, and have had a fixed foreign abode for one year or more, are considered non-residents within the meaning of this exemption. Persons who have been abroad for two years or more, but not for the reasons above, and who have had during that time a fixed place of abode for one year or more, will be also considered as non-residents within the meaning of this law. The distinction is this : Non-residents are permitted to bring all wearing apparel and other articles in actual use that are appropriate to the journey without regard to value, but are entitled to no exemptions on new and unused wearing

**United States Consulate-General—(continued).**

apparel or other articles, while residents are entitled to an exemption of \$100 on appropriate articles, whether in use or not.

**TO ALL PASSENGERS.**

A failure to declare any dutiable goods in your possession will render the same liable to seizure and confiscation, and yourself to the full penalties of the law, section 2802, Revised Statutes, providing that "Whenever any article subject to duty is found in the baggage of any person arriving within the United States, which was not, at the time of making entry for such baggage, mentioned to the collector before whom such entry was made, by the person making entry, such article shall be forfeited, and the person in whose baggage it is found shall be liable to a penalty treble the value of such article."

The law expressly forbids the importation into the United States of garments made in whole or in part of the skins of prohibited fur seals, unless the owner is able to establish by competent evidence and to the satisfaction of the collector either that the garment was purchased prior to December 29, 1897, or that the animal was taken elsewhere than in prohibited waters.

Residents who desire to take seal-skin garments abroad should have the same registered with the collector. A failure to do this will cause no end of annoyance, and is likely to result in the confiscation and destruction of the garment.

Passengers will facilitate the work of the customs officers and contribute to their own comfort and speedy departure from the wharf by promptly and unevasively answering all questions asked and, whenever possible, producing original receipted bills covering foreign purchases.

Upon the request of any lady for a private examination of her baggage, the same will be granted, provided the steamship company has provided a suitable place therefore.

Government officers are forbidden by law to accept anything but currency in payment of duties, but if requested will retain baggage for twenty-four hours to enable the owner to secure the currency.

In case passengers are dissatisfied with the value placed upon dutiable articles, application may be made to the collector in writing, within two days, and the appraisement will be reviewed by a General Appraiser. Necessary blanks will be furnished on request.

Baggage intended for an interior port will be forwarded thereto upon application and without examination at the port of arrival. Any baggage or personal effects in transit through the United States to any foreign country will, on application, be forwarded to port of departure.

Passengers are requested to promptly report to the officers at the pier any discourtesy or incivility on the part of subordinates.

*No customs official or employee is allowed to accept gratuities or "tips" of any kind under penalty of prompt dismissal. Please do not tempt them, but promptly report to the collector any intimation on the part of any official or employee that a "tip" would be acceptable.*

Section 26 of the Act of June 10, 1890, provides:

That any person who shall give, or offer to give, or promise to give any money or thing of value, directly or indirectly, to any officer or employee of the United States in consideration of or for any act of omission contrary to law in connection with or pertaining to the impor-

**United States Consulate-General**—(*continued*).

tation, appraisement, entry, examination, or inspection of goods, wares, or merchandise including herein any baggage, or of the liquidation of the entry thereof, or shall by threats or demands or promises of any character attempt to improperly influence or control any such officer or employee of the United States as to the performance of his official duties shall, on conviction thereof, be *finéd* not exceeding *two thousand dollars*, or be *imprisoned* at hard labour not more than *one year* or *both*, in the discretion of the court; and evidence of such giving, or offering, or promising to give, satisfactory to the court in which such trial is had, shall be regarded as *prima facie* evidence that such giving or offering or promising was contrary to law, and shall *put upon the accused the burden of proving that such act was innocent*, and not done with an unlawful intention.

By order of the SECRETARY OF THE TREASURY. (See Preface.)

**Usuelles (Lois).**—"All the Civil Law," remarks Colmet de Santerre, "is not contained in the Civil Code." The *lois usuelles*, or laws posterior to the Civil Code, are very important to the foreign student of French Law to know something about. Small pocket editions of these laws, and of some special laws anterior to the Code, may be always obtained at a moderate price.

**Usufruit.**—The *usufruit* is the enjoyment; life interest.

**Usufruitier.**—A *usufruitier* is a life tenant.

**Usury.**—(See "Interest.")

**Vaccination.**—Vaccination is not compulsory in France except in the army and navy, and in the case of young children "put out to be nursed" in the country, &c., in accordance with the provisions of the *loi Roussel* (which see).

**Visa.—United States Passports—visaed by the United States Consul-General.** — (See "Consulate-General.")

**Voie de fait.**—*Voie de fait* is violence; literally, by means of acts. So, also, *voie d'appel*, by way of appeal.

**Water Tax.**—The water tax, of course, does not come under the head of *contributions*, which are municipal taxes. The water tax is paid by the proprietor of a building unless expressly stipulated to the contrary.



**Wealth of France.**—(See "Financial and Banking.")

**Weapons.**—Carrying weapons in France is a serious matter. The Penal Code prohibits certain weapons, but is silent as to others. Whoever shall have made or sold stilettoes, blunderbusses, or whatever kind of arms prohibited by the law or by regulations for the public order, shall be punished by imprisonment varying from six days to six months. Whoever carries the arms or weapons described shall be punished by a fine of from 16 francs to 200 francs. The weapons shall also be confiscated. The police have no power to issue a licence to carry weapons. This, however, does not deprive a citizen from means of self-defence. Revolvers are not prohibited, but their length must not exceed 15 centimetres from end to end. Those who carry revolvers should keep out of crowds and street disturbances. If arrested and weapons are found upon them there is always the difficulty of proving that the weapon was not intended to assist them in breaking the peace. It should always be remembered that in France the presumption of crime must be destroyed. It is said that in France a man must show that he is not guilty of an act of which he is accused, while in America and England a man is always presumed to be innocent until proved guilty. A foreigner is always at a disadvantage where such a system prevails, and the carrying of weapons is, for that reason, a practice that should be very carefully considered by a foreigner while travelling or residing in France.

**Wills.**—If you are an American or Englishman travelling through France, or even residing in France, and have no real property in France, the question of a will need not give you very much anxiety so far as the fact of being a foreigner is concerned. For you can, while residing in France, make and execute a will according to the laws of your own country which will be just as valid after your death as if you made it and executed it in your own country, and it will be just as valid if you die in France as if you died in your own country, provided that the will was made and executed according to the laws of your own country or state. You can, under certain circumstances, make your will according to the laws of France, and it will be perfectly valid. If your real property is in America, then you must have a will dealing with this property made exactly according to the laws of the state where such property is situated. If your real property is in England, then the property must be disposed of according to the

**Wills**—(continued).

laws of England; and if you have real property in France, it follows, from what I have said above, that you must make out a will according to the laws of France, at least as regards that real property. Suppose you have some real property in France, and the bulk of your estate real and personal is in America, you should make two wills: one disposing of your real property in France, and another will made out according to the law of the state where your real property is situated in America dealing with that portion of your estate. What personal property you have might conveniently be disposed of in your American will. Americans have to be very careful in regard to the different laws which prevail in different states in connection with valid wills. It is perfectly clear that French jurisprudence does not interfere with the personal estate of a foreigner when his domicile is not in France. It must be distinctly understood that mere residence in France does not of itself constitute domicile. If the foreigner acquires domicile by decree (see "Domicile"), then he must dispose of his personal estate according to the laws of France. It follows from the above remarks that a man should under certain cases and circumstances above set forth make two wills—viz., one will dealing with his real estate in France according to the French law as to wills, and another will executed according to the laws of the state of his domicile where he may have real estate, or where, at all events, he may have personalty. And in case he has personalty in France the law of his American domicile governs the disposition by will of such personal property.

In case an American makes his will himself, he must be scrupulously particular as to how the will is executed, that is to say, how it is signed and witnessed. This formality, called the "execution of the will," must be observed according as the law of his domicile prescribes. The form for an American making a will is only good in regard to the main part of the will in any state, not as to the execution.

There are three kinds of wills in France—viz., holographic, public, and mystic. Each kind of will has its advantages, and may be regarded as adapted to the different kinds of character to be found amongst testators. These three kinds of wills are admirably adapted to different circumstances in life. The will provided by the Civil Code most nearly approaching the usual American and English will is the holographic form. It is called "holographic" because it is made out entirely in the

**Wills**—(continued).

handwriting of the testator. The word "holographic" is derived from the Greek *holos*, whole, and *grapho*, I write.

A holographic will is only valid when it is written entirely in the handwriting of the testator and dated and signed by him. This done, the testator can put his will in his desk, turn the key, and be quite tranquil in his mind as to its validity. The will is valid because the Civil Code declares that no other formality is required than that referred to. But the handwriting has to be proved, and the authenticity might be challenged. The weak point is that no witnesses are required.

The public will is that made before two notaries, one of whom writes it out from the testator's dictation. There must also be two witnesses to the public will. One notary will suffice provided there are four witnesses. The will having been signed, it is read to the testator in the presence of the witnesses; then it is signed by the testator, then by the witnesses. If the testator cannot sign the will from any cause, this fact is mentioned in the will. In country places the provision of the Code as to the signature of the witnesses is somewhat relaxed. The signature of one of the two witnesses above mentioned is sufficient when there are two notaries, and that of two of the four witnesses referred to when there is one notary.

Some persons are not admitted as valid witnesses. These are legatees and their blood relatives, or relatives by marriage up to the fourth degree inclusively; also the clerks of the notaries who have received the will. This provision applies to public wills.

The third kind of will is the mystic will, which can be made by any one except a person who cannot read. It is called "mystic" from the "secrecy" with which it is made. The mystic will need not necessarily be written by the testator, but it must be signed by him. The will must then be sealed up securely in an envelope, or simply sealed where it is folded together. The testator then presents his will to a notary closed and sealed. Six witnesses at least are necessary for the due execution of this will, the formality consisting of declaring to the notary and the witnesses that this is the testator's will and was written and signed by him, or written by another person and then signed by the testator. The notary writes on the envelope or on the sealed will a superscription, which is signed by the testator, the notary, and the witnesses. There must be no interruption during these formalities, which must be continuous.

**Wills**—(continued).

The will may be sealed in the presence of the notary and the witnesses if not brought to the notary already sealed. Should the testator not be able to sign the superscription referred to, this must be mentioned in the superscription. If the testator was unable to sign his will, an additional witness to those already mentioned must sign the superscription on the envelope, and this fact must be mentioned. As said above, the testator who makes a mystic will must be able to read. He may be unable to speak, but this would not affect a mystic will. In this case, however, he must write the entire will, date it, and sign it himself personally; then he presents it to the notary and the witnesses as before mentioned, and writes at the top of the superscription that the paper he presents is his will. Then the notary recites these facts in his superscription. The will is then left with the notary.

A word, also, as to the notary in connection with wills. We have seen that a mystic will is left with the notary; the public will is also confided to the custody of a notary when it is proved. The notary's office, then, is a kind of registration office in this respect.

A will is revoked by a subsequent will or by an instrument drawn up before a notary to that effect. Care should be taken to revoke a previous will in the clearest manner, otherwise it may be found that only a portion of a previous will has been revoked.

Let us now consider some of the peculiar features of a will in France from an Anglo-Saxon point of view.

To the American or English mind a will expresses what the word signifies in its most elementary form. "Anglo-Saxon" law allows a person to do what he or she wants to do in connection with property which is desired to be given to some particular person or persons. In France, however, this is not so. A testator can give all the title he has to certain property to whom he wishes, PROVIDED the law has not already "made the testator's will" beforehand as to this property in question. That is to say, the Civil Code portions out a man's property as soon as he possesses it, although not entirely. For instance, if the man has one child he can only dispose of one-half of his property, being obliged to leave the other half to that child; if he has two children he can only dispose of one-third, and three or more children he can only dispose of one-fourth of his estate. Now, in default of children, has he his father still living? Very well, then, he must leave that father one-fourth, and he must

**Wills**—(continued).

leave his mother another one-fourth should she also survive him, thus leaving him only half his estate to do what he likes with. In case of there being grandchildren, they take the share of a deceased child in the same proportion, and so also do the grandparents of the deceased's father or mother.

I repeat that these shares in the estate of the deceased are not dependent upon the provisions of his last will and testament—they are the shares commanded by the law of France to be portioned out, and they will be thus apportioned whether the man wishes it or not. But as to the rest of his fortune, he may apportion it out exactly as he wishes.

As to the manner in which this apportionment is made.

If you also look at the form of the will (holographic), it will be noted that the testator gives and bequeaths ALL THAT PART OF MY POSSESSIONS WHICH I AM ALLOWED TO DISPOSE OF (*toute la partie DISPONIBLE de mes biens, &c.*). So the testator goes on to give a clock to a friend as a souvenir (he is allowed to do this, you will observe). He then gives to possibly his priest or his doctor a present of 500 francs, probably in recognition of his care and zeal (but these presents must come out of the portion of his estate which the law allows him to dispose of), then he gives to his servants presents, and, lastly, rewards his executor for the trouble he has given him.

Of course this law is applicable not only to a Frenchman but also to naturalised foreigners, and the women of foreign countries who have married Frenchmen, and who consequently become, by the fact of such marriage, French.

For the interest of the wife in her husband's estate, see "Marriage"; also "Charitable Bequests." The right of a wife to the life interest in her husband's estate, mentioned under "Marriage," cannot be exercised except over property not disposed of by her husband during his life by gift or at his death by will.

A will made *before* marriage in France is not invalidated by marriage.

**WOMEN AS WITNESSES TO WILLS.**

Women used to be excluded as witnesses to wills, but the feminist movement during the past ten years in France has exerted a strong influence on legislation, and one of the results of this movement is that women are not now disqualified as witnesses to wills.

**Wills**—(continued).

## NO WITNESS FOR HOLOGRAPHIC WILLS.

In regard to holographic wills, it will be noticed that no reference is made to witnesses. This is because no witnesses are required. Of the three kinds of will the holographic is the most secret of them all, the mystic will is really slightly less secret, then comes the public will, which, as the name imports, is denuded of all secrecy and privacy.

An examination of the two kinds of will described under the heads "public wills" and "mystic wills" will show that the two are really very much alike. The difference between them is that the mystic will enables the testator to keep the testamentary provisions completely to himself, whereas in the public notarial will the testator is obliged to state his testamentary wishes before the witnesses and the notaries also.

When a *Frenchman* makes a will he has not the power to do what he would possibly like with his own property. (In this connection, see "Domicile," "Majority," "Frenchmen—who are and who are not.")

**Witnesses.**—(a) Foreigners, unless admitted to domicile in France, cannot be valid witnesses to an *acte authentique*. The reason assigned for this rule is that, while a Frenchman may be known to the notary who draws up the *acte*, and his professional or business position, place of birth, &c., can be easily verified, such is not always the case in regard to a foreigner. Mind you, the word "foreigner" means every nation under the sun other than France, so that there can be no special grievance. A foreigner domiciled in France is quite another thing to the French mind. Bearing in mind, therefore, that an *acte authentique* is a very solemn affair in France, the rule does not seem a hardship, although an admittedly great inconvenience in most cases. This disqualification of a foreigner as a witness to an *acte authentique* does not apply to other *actes*—e.g., *actes de l'état civil*, &c.; (b) A French woman can be a witness to all kinds of *actes*; (c) A foreign woman, therefore, who marries a Frenchman and, consequently, being legally French, can likewise be a witness to all kinds of *actes*. (See "Parole Evidence" and "Writing.")

**Woman.**—A woman cannot contract a second marriage until after an interval of ten months has elapsed. This is necessary,

for otherwise it might happen, if allowed to marry sooner after the death of a former husband, that a child might be born at a time leaving some doubt as to the paternity of the child. This would complicate matters relating to inheritance. In France the position of women has been made much more independent by legislation during the past few years, and the tendency is to extend their legal capacity. They can be witnesses to wills and *actes authentiques*; they can practise medicine and law; they can vote (for members of the commercial courts); they can transact business in their own names, and are guardians of their children on the death of their husbands. (For women as witnesses to wills, see "Wills.")

**Workmen.**—(See "Architects.")

**Workmen (Accidents to).**—(See "Accidents.")

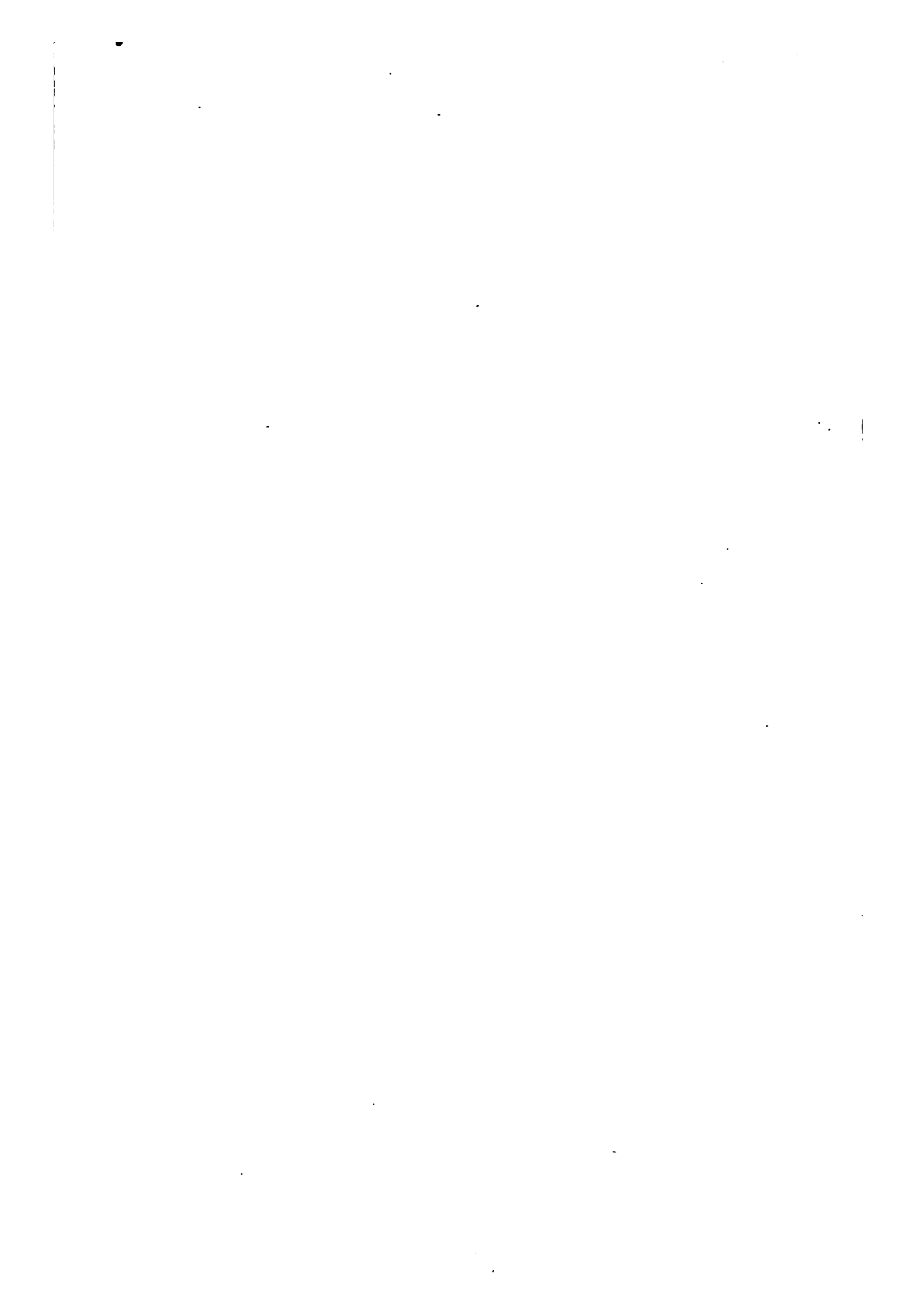
**Writing.**—A very important point to be observed, in France, in all business matters is to have everything in the nature of an agreement, contract, transaction, and matter of any and all kinds whatsoever, where a sum is involved of over the sum of 150 francs, IN WRITING. Americans and English people are not generally aware of the extreme importance of having "everything in writing" in France. Every transaction over the value of 150 francs must be in writing, that is to say, must be under private or notarial signature. Oral evidence is not admitted at all as against or beyond the written document under the signatures referred to. This provision of the Civil Code extends even to excluding oral evidence as against a written document as to matters, affairs, or facts alleged to have existed before the said paper was signed, or at the time it was signed, or after it was signed, in connection with sums or values under or over 150 francs. In matters relating to commerce a judge may relax this rule of evidence when he thinks it proper so to do. The wording of the law as to written documents which applies in these cases is *acte*. Now an *acte* is a title, a written proof of a fact or an agreement.





## FORMS.

My object in presenting the following forms to the public is not that they may be put to practical use, although, obviously, some of them may be adopted under given circumstances. But I am convinced that *a glance at these forms in use in France will, often, give many a reader a clearer and more vivid idea of the law than pages of comment and explanation.* For example, a parent, whose daughter is about to marry a Frenchman, will be able to discuss with his lawyer to much better advantage the form of ante-nuptial settlement he desires to adopt, after glancing at the form of marriage contract given below ; so, also, before leasing an apartment, and so on.



## Ante-Nuptial Settlement.

### (Contrat de Mariage.)

N.B.—The following is a form of *Contrat de Mariage*. It is under the system known as the *régime de la communauté légale*. While it is true that no *contrat* is strictly necessary, as the law implies its acceptance when no special *régime* is selected, yet, even under these circumstances, a *contrat* of the kind given below is sometimes made. I have selected the form because it gives a good general idea of what a French ante-nuptial settlement, or what marriage in France, means from a material point of view.

### Communauté.

Les époux adoptent le régime de la communauté légale. Sont exclues de la communauté les dettes antérieures au mariage ainsi que celles qui grèveront les biens acquis à titre de propres pendant ledit mariage.

Cette communauté n'est établie qu'au profit du survivant des époux et les descendants légitimes du prédécédé. Dans le cas où ce dernier ne laisserait pour héritiers que les ascendants des collatéraux ou des successeurs irréguliers tous les biens de la communauté sans exception appartiendront au survivant.

Le survivant des époux jouira en usufruit pendant sa vie à compter du jour du décès du prémourant de la moitié revenant au prédécédé dans les biens meubles et immeubles de cette communauté qu'il y ait ou non des enfants issus du mariage à la charge bien entendu de payer les dettes qui pourraient grever la moitié revenant à l'époux prédécédé.

Les futurs époux conviennent que le survivant aura droit en toute propriété à tous les objets mobiliers autres que les deniers comptant titres rentes et créances définis par l'art. 536 du Code Civil, qui dépendant de la communauté existeront au décès du prémourant dans les habitations de ville et de campagne des époux.

Les futurs époux conviennent que les bénéfices nets de la communauté appartiendront savoir :

S'il n'existe pas de descendants du mariage au survivant pour moitié en toute propriété et pour moitié en usufruit et aux héritiers et représentants du prédécédé pour moitié en nue propriété.

S'il existe des descendants du mariage au survivant pour cinq-huitièmes en toute propriété et pour un huitième en usufruit et aux héritiers du prédécédé pour trois-huitièmes en toute propriété et pour un huitième en nue propriété.

Les futurs époux conviennent que les bénéfices nets de la communauté appartiendront en toute propriété aux héritiers et représentants du prémourant à la charge de payer au survivant et pendant sa vie une rente viagère de . . . qui sera payable par année de trois en trois mois à partir du jour du décès du prémourant au lieu qu'indiquera le survivant laquelle rente sera garantie par hypothèque sur les immeubles dépendant de la communauté s'il en existe de suffisants ou par un placement en rentes sur l'Etat.

Le futur apporte en mariage les biens ci-après dont il a donné connaissance à la future épouse savoir :

1. Ses habits, linge, hardes, bijoux, effets mobiliers, meubles meublants, voitures, chevaux, armes, et cetera d'une valeur de . . .

2. La somme de . . . en deniers comptants.

3. Un fonds de marchand de . . . qu'il exploite à . . . ensemble les objets mobiliers, ustensiles, marchandises et créances actives qui en dépendent le tout une valeur de . . .

4. Une rente de . . . en trois pour cent., inscrite au grand-livre de la dette publique de France sous le numéro au nom de mondit sieur A. . . .

5. Une obligation de la somme de . . . souscrite au profit de mondit sieur A. par . . . suivant acte reçu par Me. . . . et cetera le . . . enregistré, inscrite au bureau des hypothèques de . . . le . . . , vol. . . . no exigible le . . . et productive d'intérêts à 5 pour cent. à partir du . . .

6. Une maison sise à . . .

7. Une ferme sise à . . . consistant en . . . hectares de terres prés et bois avec les bâtiments d'exploitation et habitation le tout plus amplement désigné dans le bail de ladite ferme fait à M. . . . suivant acte reçu par Me. et cetera le . . . enregistré.

8. Ses droits non encore liquidés dans la succession de M. . . . dont il est héritier pour . . . ainsi qu'il résulte de l'inventaire fait après le décès de mondit sieur . . . par Me. et son collègue notaires à . . . le . . . enregistré d'après le dépouillement duquel il résulte que cette succession se compose de: . . .

Déclarant M. A. . . . qu'il n'a encore rien touché sur ses droits dans ladite succession . . . .

9. La charge de . . . à . . . à laquelle il a été nommé par un décret en date du . . . dont il a traité par acte du . . . et de laquelle le titulaire actuel s'est démis en sa faveur conformément à l'art. 91 de la loi du 28 avril, 1816.

Ensemble le cautionnement s'élevant à la somme de . . . qu'il a fournie en sa qualité de . . . et les recouvrements évalués à faire en sadite qualité.

10. La somme de . . . à laquelle s'élèvent d'après le dernier inventaire ses droits acquis et sa mise sociale dans la société créé en nom collectif entre le futur et M. . . . pour le commerce de . . . dont le siège est à . . . suivant acte, et cetera.

La somme de . . . reliquat actif du compte que lui a rendu M. . . . son tuteur suivant acte reçu par . . . le . . . enregistré de l'administration qu'il a eu de sa personne et de ses biens.

La future épouse apporte en mariage :

(1) Ses meubles, effets mobiliers, linge, vêtements, bijoux, à son usage personnel, d'une valeur de . . .

(2) La somme de . . . et cetera.

Duquel apport la future épouse a donné connaissance au futur époux qui reconnaît et s'en chargera par le seul fait de la célébration du mariage.

En considération du mariage M. . . . et Madame E. constituent en dot à la future épouse leur fille qui accepte en avancement d'hoirie à imputer par moitié sur la succession future de chacun d'eux la . . .

En considération du mariage M. E. constitue en dot à Mademoiselle B. sa fille la somme de . . . qui sera imputable d'abord sur les droits non encore liquidés de la future épouse dans la succession de la dame sa mère dont elle est héritière pour . . . ainsi que le constate l'intitulé de l'inventaire fait après le décès de ladite dame par Me. . . . et cetera le . . . enregistré ensuite sur le reliquat sur le compte de tutelle que doit le donateur à mademoiselle sa fille et enfin subsidiairement sur la succession future dudit donateur :

La somme de . . . à prendre sur le plus clair de la succession du donateur avec intérêts à 5 pour cent. mais à partir seulement du décès.

A la sûreté de ladite somme en principal, intérêts et accessoires M. E. hypothèque spécialement . . . En considération du mariage M. K. fait donation entre vifs à la future épouse sa nièce qui accepte de tous ses biens meubles et immeubles, présents et à venir, sans exception ni réserve.

La future épouse jouira et disposera desdits biens en toute propriété à partir du jour du décès du donateur.

Cette donation est faite à la charge par la future qui s'y oblige, d'acquitter : 1. Toutes les dettes actuelles du donateur comprises en l'état dressé par les parties qui est demeuré ci-annexé après avoir été d'elles certifié véritable, et que dessus mention de son annexe a été faite par les notaires soussignés. 2. Toutes les dettes futures du donateur si la future épouse ne s'en tenait pas aux biens présents.

M. K. déclare que ses biens présents consistent en . . .

En considération du mariage M. et Madame K. instituent le futur époux leur neveu seul et unique héritier de tous les biens meubles et immeubles qui composeront leurs successions sans exception ni réserve et dont ils lui font donation irrévocable s'interdisent de faire à son préjudice aucun acte de libéralité entre-vifs ou testamentaire.

Néanmoins cette institution ne pourra préjudicier aux avantages que M. et Madame K. ont pu ou pourront se faire l'un à l'autre. En considération du mariage M. et Madame K. instituent le futur époux leur neveu seul et unique héritier de tous les biens meubles et immeubles qui composeront leurs successions sans exception ni réserve mais à la charge de rendre à son décès aux enfants à naître du mariage les biens qui écherront au futur époux au moyen de la présente donation.

Cette institution ne pourra préjudicier, et cetera.

M. et Madame C. se réservent le droit de retour sur les biens donnés par chacun d'eux pour le cas où ils survivraient l'un ou l'autre ou tous deux au futur et aux enfants à naître du mariage. Toutefois il est convenu : 1. Que cette réserve ne pourra empêcher pendant le mariage, le donataire d'aliéner, comme bon lui semblera, des biens données hors la présence des donateurs pourvu qu'il soit fait emploi du prix des aliénations soit en acquisition d'immeubles soit en rentes sur l'état.

Les tiers seront tenus de surveiller la réalisation matérielle du emploi, mais ils ne seront pas responsables de son utilité. Les titres de tous biens acquis en emploi devront faire mention droit du retour.

2. Que cette réserve ne préjudiciera pas à la donation que le futur époux pourra faire à sa future épouse en usufruit ni au préciput et autres gains de survie appartenant à ladite future épouse.

La future épouse, si elle survit, devra faire emploi et donner caution pour les biens soumis au droit de retour dont elle aurait l'usufruit. Ses héritiers auront un délai de . . . pour le rembourser.

ment des sommes qu'ils devront restituer par suite de ce droit de retour à la charge d'en payer l'intérêt à 5 pour cent. par an à compter du jour du décès de ladite future.

Les biens actuels des époux et ceux qui pendant la communauté leur écherront par succession, donation ou legs, seront exclus de la communauté pour être repris lors de sa dissolution par chacun d'eux ou par ses représentants sur ladite communauté qui se trouvera dès lors réduite aux acquêts.

Des biens des futurs époux il entrera de part et d'autre en communauté une somme de . . . Le surplus de leurs biens ensemble tout ce qui leur écherra par succession, donation ou legs, sera exclu de la communauté pour être repris lors de la dissolution par chacun des époux ou par ses représentants reprendront en nature : 1. La charge de . . . dont il est titulaire ou de tout autre office qu'il pourrait obtenir ou acquérir durant le mariage. 2. Le cautionnement attaché à cette charge. 3. Les recouvrements qui pourraient en dépendre, sauf, bien entendu, à indemniser la communauté des sommes qu'elle aurait pu payer au sujet de ladite charge. Le futur ou ses représentants faisant cette reprise auront seuls droit au bail des lieux occupés par le futur époux pour son étude et son habitation, à la charge d'en payer les loyers et d'en exécuter les charges de manière que la future épouse ou ses héritiers ne puissent être inquiétés à cet égard.

Si les lieux font partie d'une maison de la communauté, ou propre à la future épouse, il en sera fait bail à dire d'experts, au profit du futur époux ou de ses propres représentants, pour un temps qui ne pourra être moindre de neuf ans.

Si le futur époux avait cédé sa charge durant la communauté, la reprise s'exercera sur le prix de la cession.

Il est convenu que les habits, linge, hardes, bijoux et autres objets à l'usage personnel des époux au moment de la dissolution de la communauté seront repris en nature par chacun d'eux, comme représentation de ceux par lui apportés, quelle que soit la différence de valeur qui puisse exister.

Les futurs époux mettent en communauté, savoir ; le futur époux une somme de . . . et la future épouse, une somme de . . . ; le surplus de leurs biens, &c.

Les biens qui composeront la communauté seront partagés par moitié, nonobstant l'inégalité des mises des futurs époux.

Les futurs époux mettent en communauté la totalité des biens qu'ils possèdent actuellement, et à cet effet le futur époux consent l'ameublement de sa maison, sise à . . . ci-dessus désignée ; ils excluent de ladite communauté tous, les biens, meubles et immeubles, qui pourront leur advenir durant la communauté, par

successions, donations ou legs ; en conséquence la communauté ne sera tenue que des dettes à la charge des biens présents des futurs époux, qui payeront séparément celles qui grèveront leurs biens à venir.

Les futurs époux mettent en communauté la totalité des biens qui pourront leur advenir, durant la communauté, par successions, donations ou legs et réservent propres à chacun d'eux la totalité des biens qu'ils possèdent actuellement ; en conséquence, la communauté ne sera tenue que des dettes dont seront grévés les biens à venir des époux, qui payeront séparément celles qui grèvent leurs biens présents.

Les futurs époux mettent en communauté tous les biens qu'ils possèdent actuellement, ou qui pourront leur advenir durant la communauté par donations, successions ou legs ; en conséquence, la communauté sera tenue des dettes des époux contractées avant le mariage ou qui grèveraient leur biens à venir.

Le emploi des biens propres des époux qui seront aliénés pendant la communauté se fera conformément aux dispositions du C. C. sans que les tiers aient à s'inquiéter du emploi et la reprise provenant de ces aliénations s'exercera également suivant la loi.

Nonobstant le régime de communauté adopté par les futurs époux, il est convenu que le mari devra faire emploi, au nom de sa femme, des capitaux à elles propres, qu'il pourrait toucher seul, par suite d'aliénations, et que les tiers ne seront libérés que par la réalisation de cet emploi ou par la quittance collective signée des deux époux. Pour réaliser l'emploi qui vient d'être prescrit, le futur époux devra, &c.

Cet emploi ne sera valable qu'autant qu'il sera accepté par la future épouse et que les titres seront inscrits en son nom avec mention de l'origine des deniers et de la faculté d'aliéner à la charge de emploi.

Le survivant des époux prendra par préciput, avant la partage de la communauté, ceux des biens meubles de cette communauté qu'il lui plaira choisir jusqu'à concurrence d'une somme de . . . suivant la prise de l'inventaire ou cette somme en deniers comptants à son choix.

Le survivant des futurs époux aura la faculté de retenir, à son profit d'abord, sur ses droits dans la communauté du prémourant et pour le surplus, s'il y a lieu, à la charge de remboursement, le fonds de commerce qu'ils se trouveront exploiter au moment du décès du premier mourant avec droit exclusif à l'achalandage, aux ustensiles et marchandises qui en dépendront, le tout pour sa valeur d'après la prise de l'inventaire quant aux meubles, ustensiles et marchandises et après estimation d'experts, quant à l'achalandage.



Le survivant aura . . . ans pour rembourser aux héritiers du prédécédé ce qui pourra leur être restituable, avec intérêts à 5 pour cent. par an à partir du jour du décès.

Le survivant, exerçant qui vient de lui être réservée, aura seul droit au bail des lieux occupés pour ledit fonds de commerce et pour son habitation. Il acquittera les loyers et exécutera les charges de ce bail, de manière que les héritiers du prédécédé ne puissent être inquiétés à cet égard.

Si le commerce est exercé dans une maison de la communauté ou de la succession du prédécédé, il en sera passé bail, à dire d'experts, au profit du survivant, pour une durée de . . .

La communauté dissoute, la future épouse en y renonçant pourra reprendre son apport en mariage, les biens qui lui ont été constitués en dot, et ceux qui lui seront advenus par successions, donations ou legs, le tout franc et quitte des dettes de la communauté, encore bien que ladite future épouse s'y fût engagée, ou y eût été condamnée.

Ses héritiers auront les mêmes droits. Si la future elle-même fait cette renonciation, elle reprendra également francs de toutes dettes et hypothèques sa mise en communauté et le préciput ci-dessus stipulé; elle exercera même, si bon lui semble, ses droits concernant le fonds de commerce.

Il est entendu que cette clause n'aura application qu'entre les parties et leurs héritiers.

Les futurs époux font donation entre vifs au survivant d'eux, ce qu'ils acceptent pour ledit survivant, de la toute propriété des biens, meubles et immeubles sans aucune exception, qui composeront la succession du prémourant.

De l'usufruit, seulement sa vie durant, à partir du décès du prémourant, des biens, etc.

Dans le cas d'existence d'enfants du mariage ou de descendants d'eux, à l'époque au décès au prémourant, cette donation sera réduite à un quart en propriété et à un quart en usufruit.

Dans le cas d'existence d'enfants du mariage ou de descendants d'eux à l'époque du décès du prémourant, cette donation sera réduite à moitié en usufruit, avec dispense de donner caution ou de faire emploi, mais, à la charge seulement de faire fidèle inventaire.

En cas d'existence d'un ou de plusieurs ascendants, la présente donation comprendra l'usufruit de la portion de biens qui leur est réservée.

En cas de convol, le survivant sera tenu de donner caution et de faire emploi à partir du jour du second mariage.

Telles sont les conventions des parties.

Dont acte.

Fait et passé à . . .

L'an . . . le . . . en présence des parents et amis, ci-après nommés, des futurs époux, savoir.

Du côté du futur :

Du côté de la future :

Avant de clore, M<sup>e</sup> . . . l'un des notaires soussignés, conformément à la loi, a fait lecture aux parties des art. 1391 et 1394 du Code Civil et leur a délivré le certificat prescrit par ce dernier article pour être remis à l'officier de l'état civil avant la célébration du mariage.

Après lecture, les parties, ainsi que leurs parents et amis, ont signé avec les notaires.

### **Authorisation of a Husband to his Wife to Carry on Business on her Own Account.**

Le soussigné . . . demeurant à . . . rue . . . déclare, par ces présentes, autoriser spécialement Mme. . . son épouse, demeurant avec lui,

A exercer personnellement la profession de marchande de . . . à . . . rue . . . No. . . et faire, en conséquence, sans son assistance, les diverses opérations relatives à ce commerce; toucher, recevoir le montant de tous billets, factures, lettres de change, mandats sur la poste ou sur toute caisse publique; donner bonnes et valables quittances et décharges, signer tous acquits; souscrire et endosser tous billets et lettres de change; faire toutes acquisitions ou ventes de marchandises; passer tous marchés; traiter; transiger, notamment poursuivre en justice le recouvrement de toutes sommes qui pourraient lui être dues, prendre, à cet effet, toutes hypothèques, faire toutes oppositions, donner de tout mainlevée avec ou sans paiement, et généralement faire pour tout ce qui sera la conséquence du commerce dont s'agit ce qui sera nécessaire.

Fait à . . . le

**BON POUR AUTORISATION SPÉCIALE.**

(Signature.)

### **Bicycle Tax.**

(Form of letter which may be used in cases where the tax on bicycles is improperly imposed.)

(Insert address), Paris, le — Janvier (or whatever month it is), 19—, Monsieur le Préfet de la Seine (or whatever department it is).

J'ai l'honneur d'appeler votre bienveillante attention sur les faits suivants :

J'ai été propriétaire d'une bicyclette en (insert the month), 19—.

Conformément aux règlements de police en vigueur, j'ai fait appliquer sur cette bicyclette une plaque avec son numéro d'ordre et j'ai payé l'impôt.

Bien que depuis . . . ans, j'aie vendu ladite bicyclette à un étranger de passage à Paris, l'Administrateur des Contributions Directes me réclame le montant de l'impôt pour 1901.

J'ai l'honneur, Monsieur le Préfet de la Seine, de soumettre cette affaire à votre bienveillant examen, en vous priant d'agréer l'expression de mes sentiments de profond respect.

(Sign your name.)

### **Form of Avertissement.**

Ville de Paris

Paris, le 3 Octobre, 1900.

8<sup>e</sup> Arrondissement

M<sup>r</sup>. MURAT  
Officier de Paix

Monsieur,

Je m'empresse de vous faire connaître qu'une contravention a été déclarée ce soir à votre mécanicien M——, conduisant une automobile vous appartenant, et qui circulait dans l'Avenue des Champs Elysées à une vitesse excessive.

Recevez, Monsieur, l'assurance de ma considération distinguée.

Pr. L'Officier de Paix.

## Form of Domestic Servant's Contract with the Intelligence Office.

### BULLETIN D'ACCEPTION.

J'ACCEPTE M. . . . .

en qualité de . . . aux gages de . . . par mois pour entrer à mon service le . . . à . . . h . . . et M'ENGAGE A PAYER à M. Paulet la somme de . . . à titre de droit de placement HUIT JOURS après l'entrée en place, c'est-à-dire le . . . sans aucun délai.

Signature . . . . et Adresse du Maître . . . .

J'autorise M. . . . à payer à M. Paulet le montant du droit de placement, soit . . . et à me le retenir sur mes appointements.

Signature . . . . et Adresse de l'Employé . . . .

EXTRAIT DE L'ORDONNANCE DE POLICE DU 5 OCTOBRE, 1852,  
concernant les Bureaux de Placement.

ART. 8.—Le placeur sera tenu de délivrer gratuitement à chaque personne inscrite et au moment même de l'inscription, un bulletin portant le numéro d'ordre de l'inscription, les conditions du tarif fixé pour le Bureau et la quittance de la somme qu'il aurait reçue.

Cette avance sur le droit de placement sera toujours restituée à la première réquisition du déposant qui renoncera à être placé par l'entremise du Bureau où aura eu lieu l'inscription.

En cas de refus de restitution, la contestation sera portée immédiatement devant le Commissaire de Police, qui, au besoin, dressera procès-verbal.

Le tarif du droit de placement sera fixe ; il ne pourra être augmenté ni diminué au gré du placeur.

Ce droit ne sera dû au placeur qu'autant qu'il aura procuré un emploi, et ne lui sera définitivement acquis qu'après un délai déterminé, pour chaque Bureau, par l'arrêté d'autorisation.

Aucune somme autre que celles ci-dessus indiquées ne pourra être perçue à titre de cautionnement ou sous quelque dénomination que ce soit, tant par le gérant que par la personne intéressée.

ART. 9.—En l'absence de conventions contraires, le montant du droit de placement indiqué au bulletin pourra toujours être payé au placeur par le maître ou patron et imputé sur les gages ou salaires de la personne placée.

IL SERA ACQUIS AU BUREAU 8 JOURS APRÈS L'ENTRÉE EN PLACE.

ART. 10.—Il est formellement défendu aux placeurs d'annoncer, soit sur leur registre, soit sur des tableaux ou affiches apposés intérieurement ou extérieurement, soit par tout autre moyen de publicité, des places ou emplois qu'ils n'auraient pas mandat de procurer.

ART. 11.—Sont interdites toutes connivences, toutes manœuvres frauduleuses tendant à faire croire à un placement qui ne serait pas sérieux ou ayant pour but d'agir contre l'intérêt d'une place, dans l'espoir d'une nouvelle rétribution.

ART. 12.—Il est également défendu au gérant d'un Bureau de Placement d'envoyer des mineurs dans des maisons ou chez des individus mal famés, et généralement de se prêter à aucune manœuvre contraire aux mœurs.

OBSERVATIONS.

## Form of Application for Opening a Boarding-House, &c.

PRÉFECTURE DE  
POLICE

Paris, le . . . .

Direction générale  
des Recherches

Service mixte des  
Garnis

No.

M . . . . qui a adressé le une déclaration  
pour louer en meublé . . .

est invité à se présenter à la Préfecture de Police,  
*Service des Garnis*, dans un délai de . . . jours et  
à apporter les pièces ci-après désignées :

1° Une déclaration sur papier timbré de 0f. 60 ;

2° Un extrait de son acte de naissance ou toute  
autre pièce d'identité indiquant son état-civil complet,  
c'est-à-dire ses nom, prénoms, lieu et date de naissance,  
les noms et prénoms de ses père et mère ;

3° Un état sur papier libre désignant les dimen-  
sions (hauteur, largeur et profondeur) de chaque  
chambre ou cabinet à louer.

*Le bureau est ouvert de 10 h. à 4 h. du soir  
(Dimanches et jours de fêtes exceptés).*

LE CHEF DU SERVICE.

*Rapporter le présent avis.*

**Registration of Foreigners.**  
**(For Foreigners exercising a Profession, &c.)**

Registre No. 165

RÉPUBLIQUE FRANÇAISE.

Feuillet 21

LIBERTÉ—ÉGALITÉ—FRATERNITÉ.

1<sup>re</sup> DIVISION

PRÉFECTURE DE POLICE.

4<sup>e</sup> Bureau

REGISTRE D'IMMATRICULATION.

En exécution de la loi du 8 août 1893,

Par devant nous, Préfet de Police, s'est présenté

le sieur

Né le

, à

NATIONALITÉ,

Fils de

et de

Marié à (\*)

Veuf de (\*)

Enfants:

(Prénoms, âge,  
sexe et lieu  
de naissance.)

DOMICILE

lequel nous a déclaré être arrivé à le  
pour exercer *la profession de*Il a justifié de son identité conformément aux  
dispositions de l'article 1<sup>er</sup> de la loi, en produisant  
à l'appui de sa déclaration

Fait à Paris, le

189 .

Signature de déclarant:

POUR LE PRÉFET DE POLICE,  
 Pour le Chef de la 1<sup>re</sup> Division.  
 Le Chef du 4<sup>e</sup> Bureau.

\* Nom, prénoms, âge et nationalité de la femme.

**Registration of Foreigners.**  
**(For Foreigners without Profession.)**

No. _____	RÉPUBLIQUE FRANÇAISE.
1 <sup>re</sup> DIVISION _____	PRÉFECTURE DE POLICE.
4 <sup>e</sup> Bureau _____	VILLE DE PARIS.

En exécution du décret du 2 Octobre 1888,  
 Par devant nous, Préfet de Police, s'est présenté  
 le sieur

Fils de \_\_\_\_\_ et de \_\_\_\_\_

Né le \_\_\_\_\_ à \_\_\_\_\_

Nationalité :

Dernier domicile :

Profession :

Marié à \_\_\_\_\_

Enfants mineurs :

Pièces justificatives :

Lequel nous a déclaré fixer sa résidence à  
*Signature du* Paris, rue \_\_\_\_\_, No. \_\_\_\_\_,  
*déclarant* département de la Seine.

*Fait à Paris, le* \_\_\_\_\_ 1889.

POUR LE PRÉFET DE POLICE,  
 Pour le Chef de la 1<sup>re</sup> Division.  
 Le Chef du 4<sup>e</sup> Bureau.

**Form of Holographic Will.**  
**("Testament Olographe.")**

Je, soussigné, H. C. Coxe, demeurant 31 rue de la Faisanderie,  
 Paris, France, sain de corps et d'esprit, déclaré consigner ici, en

entier de ma main, le présent testament qui est l'expression formelle de mes volontés : Je donne et lègue à M. (full name, profession, and residence), pour en jouir, en toute propriété, à partir du jour de mon décès, toute la partie disponible de mes biens, meubles et immeubles. Mon Légataire universel devra remettre à Monsieur John Doe la pendule qui se trouve sur la cheminée de mon cabinet de travail que je lui lègue à titre de souvenir. Il donnera à Monsieur Richard Roe une somme de cinq cents francs. Il devra payer à chacun des domestiques à mon service, au jour de ma mort, une année de gages à titre d'indemnité de renvoi. Je nomme pour mon exécuteur testamentaire Monsieur John Smith, que je prie d'accepter la somme de mille francs, pour le remercier du service que je réclame de lui. Je révoque tout testament portant une date antérieure au présent. Le présent fait, écrit et signé de ma main, en ma demeure, 31 rue de la Faisanderie, le premier Janvier Mil Neuf Cent Deux.

### Form of Jurat at British Consulate.

Sworn at the British Consulate, Paris, in the Republic of  
France, this day of

Before me

### Form of Lease.

#### ENTRE LES SOUSSIGNÉS.

No.

M

Enregistré à Paris, le

Et M

D'une part ;

D'autre part ;

Il a été arrêté et convenu ce qui suit :

M . . . . au dit nom fait bail et donne à loyer à M . . . .  
qui accepte . . . .



Pour . . . années entières et consécutives qui commenceront à courrir le . . . pour finir à pareille époque de . . .

et ce à la volonté . . . qui devr . . . prévenir, six mois à l'avance de . . . intention de faire cesser le présent bail à l'expiration de la . . .

Les lieux ci-après désignés dépendant de la maison sise à . . .

Tel au surplus que le tout se poursuit et comporte sans exception ni réserve et sans plus ample description l . . . preneur . . . déclarant parfaitement connaître les dits lieux comme les ayant vus et visités.

CONDITIONS : Le présent bail est fait aux clauses charges et conditions suivantes que l . . . preneur . . . s'oblige . . . à exécuter sous peine de résiliation et sans préjudice de tous dommages et intérêts.

1° Garnir et tenir constamment garnis les lieux loués de meubles et objets mobiliers en quantité suffisante pour répondre du paiement des loyers ci-après fixés et de l'exécution des conditions du bail;

2° Entretenir les lieux loués en bon état de réparations locatives et les rendre à la fin de la jouissance, conformes à l'état des lieux qui sera fait contradictoirement entre les parties et aux frais . . .

3° Souffrir et laisser faire les grosses réparations ou autres qui deviendraient utiles ou nécessaires sans pouvoir prétendre à aucune indemnité ou diminution de loyer en raison de leur inconvénient ou de leur durée.

4° Ne faire dans les lieux loués aucun changement de distribution, construction, démolition ou déplacement quelconque sans le consentement exprès et par écrit . . . en tout cas n'opérer les changements, s'il devait en être fait, que sous le contrôle et la surveillance . . . ou de son architecte.

5° Ne pouvoir céder son droit au présent bail ni sous louer en tout ou en partie sans le consentement exprès et par écrit.

6° Rembourser l'impôt des portes et fenêtres et le droit proportionnel y afférant et acquitter les contributions personnelle et mobilière.

7° Payer pour le tapis et pour les eaux une somme annuelle de . . .

8° Ne pouvoir réclamer aucune indemnité pour cause

d'interruption ou suppression des eaux du fait de la Compagnie ou pour travaux à faire aux tuyaux et réservoirs, ou pour toute autre cause.

9° Contracter avec une Compagnie solvable une assurance contre l'incendie pour raison tant du mobilier que des risques locatifs et du recours des voisins, d'en acquitter exactement les primes et cotisations annuelles et d'en justifier à toute réquisition.

10° Satisfaire aux charges de ville, de police ou autres dont les locataires sont ou seront tenus par la loi de telle sorte que . . . ne puisse jamais être inquiété ni recherché à ce sujet.

11° Faire ramoner à ses frais toutes les cheminées des lieux loués, une fois l'an, par le fumiste.

12° Ne faire monter le charbon et le bois que jusqu'à dix heures du matin en hiver et neuf heures en été. Ne point déposer ou faire déposer dans l'escalier des eaux, paquets, ou objets quelconques.

13° Ne placer aucun objet et ne point laisser étendre du linge devant les croisées donnant sur la cour de la maison.

14° Ne pas laisser fendre du bois dans d'autres lieux que dans les caves louées.

15° Ne pas laisser secouer par les fenêtres sur la cour les tapis ou linges de service après onze heures du matin

16° Ne point jeter les eaux de service ou de bains dans les lieux d'aisances et les faire écouler par l'évier de la cuisine.

17° N'avoir ni chien ni perroquet, ni tous autres animaux malpropres ou bruyants.

18° Toutes les augmentations améliorations et modifications qui pourront être faites dans les lieux loués resteront la propriété . . . à la fin du bail sans indemnité, si mieux n'aime . . . exiger le rétablissement des lieux loués dans leur état primitif.

19° Lorsqu'une des parties aura donné ou reçu congé dans les délais prescrits . . . aura le droit de mettre un écriteau à l'une des fenêtres à son choix et . . . devra . . . souffrir que l'on visite les lieux tous les jours de dix heures du matin à cinq heures du soir sous peine de payer à titre d'indemnité, un terme de location, en cas de refus constaté de . . . part.

De son côté . . . devra tenir les lieux loués, clos et couverts selon l'usage.

**LOYER.** Le présent bail est fait moyennant un loyer annuel de . . . lequel loyer sera payable par quart, les premier Janvier, premier Avril, premier Juillet et premier Octobre de chaque année, pour le premier terme à échoir le premier . . . le

second le premier . . . suivant et ainsi de suite de trois mois en trois mois jusqu'à la fin du présent bail.

Les paiements devront être faits en espèces d'or ou d'argent ayant cours en France et non autrement.

A défaut de paiement d'un seul terme de loyer et huit jours après un simple commandement demeuré infructueux, le présent bail sera résilié de plein droit si bon semble . . . et dans ce cas, les loyers payés d'avance seront acquis . . . à titre d'indemnité sans préjudice de tous dépens, dommages et intérêt, et sans que l'effet de la présente cause puisse être neutralisé par des offres réelles passé ce délai.

Les frais et honoraires des présentes y compris les doubles droits et amendes pour défaut d'enregistrement dans les délais, seront supportés par . . . qui devra justifier . . . de l'accomplissement de cette formalité dans un délai de vingt jours.

L . . . le droit de faire quand bon . . . semblera, déposer pour minute, avec reconnaissance d'écritures, le présent acte en l'étude d'un notaire de son choix et aux frais . . .

**FAIT DOUBLE, A PARIS, le**  
**mil neuf cent**

rayés . . . mots comme nuls.

## **Model of Lease of House or Apartment.**

### **Longer Form.**

#### **ENTRE LES SOUSSIGNÉS,**

(Name in full, with profession and residence of the landlord or "propriétaire"), d'une part ;

Et (name in full, and profession and residence of the lessee or "locataire"), d'autre part,

A été convenu et arrêté ce qui suit : . . . M. . . , propriétaire d'une maison sise à . . . , rue . . . No. . . , donne à loyer, pour . . . années consécutives qui commenceront à courir le . . . , pour finir le . . .

A M. . . (name of tenant), qui accepte.

(Description of the place leased.)

Une maison (or "appartement situé au . . . étage d'une maison," as the case may be) sise à . . . rue . . . No. . . composée de

(description of place) ainsi que lesdits lieux se poursuivent et comportent sans aucune exception ni réserve et sans plus ample désignation, le preneur déclarant parfaitement les connaître pour les avoir visités.

(Price.)

Le présent bail est fait moyennant un loyer annuel de . . . que le preneur s'oblige de payer au bailleur en bonnes espèces du cours actuel et non autrement, en son domicile, à . . . et en . . . paiements égaux (give dates of payment). Le premier paiement aura lieu le . . . et ainsi de suite jusqu'à l'expiration du présent bail, qui est en outre fait aux conditions suivantes que le preneur s'oblige d'exécuter rigoureusement sans aucune diminution du loyer ci-dessus fixe, savoir :

(Conditions.)

1° De garnir et de tenir garnis les lieux présentement loués, de meubles et effets mobiliers en suffisante quantité et valeur pour répondre en tout temps du paiement des loyers et de l'exécution des conditions du bail ;

2° De rendre les lieux présentement loués en fin de bail en bon état de réparations locatives et conformes à l'état des lieux qui en sera dressé en double, entre les parties, par l'architecte du bailleur lors de l'entrée en jouissance du preneur aux frais de ce dernier ;

3° A la fin du bail, avant de quitter les lieux de faire procéder par l'architecte du bailleur en présence du preneur, s'il désire y assister, ou d'un architecte désigné par lui, à un nouvel état des lieux afin de déterminer le montant des réparations locatives non exécutées par le preneur, et à payer par lui au bailleur ;

4° A payer au bailleur au moment de la sortie du preneur des lieux loués le montant de l'indemnité fixée comme il a été dit dans le paragraphe précédent ;

5° De satisfaire à toutes les charges de ville et de police, prévues ou imprévues, dont les locataires sont ordinairement tenus, et de payer la taxe des portes et fenêtres ;

6° De faire ramoner les cheminées au moins une fois l'an ; de ne pouvoir mettre des poêles dans les lieux loués qu'en conduisant les tuyaux dans l'intérieur des cheminées et en les élevant jusqu'à la partie supérieure desdites cheminées ;

7° De subir le bouchement par les voisins des jours de souffrance qui pourraient exister dans les lieux loués ainsi que les grosses réparations qui deviendraient nécessaires pendant la durée du présent bail conformément à l'article 1724 du Code Civil sans aucune indemnité de la part du bailleur quelle que soit la durée des réparations ;

8° De réparer à ses frais tous les dégâts qui pourraient être occasionnés aux lieux loués et aux voisins par suite d'abus ou défaut d'entretien des robinets d'eau et de gaz, des appareils de water-closets, de chauffage de bain s'il en existe, ainsi que les tuyaux de vidange des baignoires ;

9° D'habiter en personne et de ne pouvoir louer en garni tout ou partie de l'appartement ; de ne pouvoir sous-louer ou céder son droit au présent bail, fût-ce une cave ou une chambre de domestique, sans l'autorisation expresse et par écrit du bailleur, le preneur demeurant toujours garant et responsable ; la cession ou sous-location étant subordonnée au refus par le bailleur de l'offre qui devra d'abord lui être faite de résilier le présent bail ;

10° De ne pouvoir donner audits lieux aucune autre destination que celle qui convient à une habitation paisible, honorable et bourgeoise, et de ne pouvoir faire dans lesdits lieux aucune vente publique de meubles ou autres objets dans quelque cas que ce soit, même après décès ; si malgré cette interdiction, il était procédé dans les lieux loués à une vente publique indépendamment des sommes à payer pour tous dégâts occasionnés dans les escaliers, vestibules, cours, par l'enlèvement du mobilier vendu ou par le fait des personnes assistant à la vente, il serait ajouté au terme du loyer en cours une somme de . . . . à titre de dommages intérêts ;

11° De remettre toutes les clefs le jour du déménagement, quand bien même il aurait lieu avant la fin du bail ;

12° De ne pouvoir faire aucun changement de distribution, démolition quelconque, de quelque nature que ce soit, sans le consentement exprès et par écrit du bailleur ; dans le cas où le bailleur donnera son consentement, les travaux ne pourront être exécutés que sous sa surveillance ou celle de son architecte et conformément aux règles de l'architecture ; tous les frais que ces travaux occasionneront seront à la charge du preneur seul ;

13° Tous les embellissements et améliorations que le preneur pourra faire dans les lieux présentement loués profiteront au bailleur à la fin du présent bail, sans aucune indemnité de sa part, sans préjudice du droit qu'il aura exigé que les lieux loués soient remis, au frais du preneur, dans l'état où ils se trouvaient au moment de l'entrée en jouissance ;

14° De faire assurer contre l'incendie, risques locatifs et recours des voisins par une compagnie présentant toute sécurité, et de justifier au bailleur, tant de la police d'assurance que les quittances des primes annuelles, à toute réquisition de sa part.

15° De ne pouvoir embarrasser par aucun ballot, paquets ou effets mobiliers ou d'une manière quelconque, la cour, les escaliers et autres lieux communs avec les autres locataires de ladite maison; de ne pouvoir exposer aux fenêtres, aux portes de l'appartement ou aux murs de la maison aucune enseigne; de ne pouvoir également exposer aux fenêtres et sur les balcons ni caisse ni pots à fleurs, ni aucun objet d'un aspect désagréable ou dont la chute serait dangereuse, et de ne pouvoir procéder sur les balcons à l'arrosage des plantes d'appartements;

16° De ne faire stationner à aucune heure du jour ou de la nuit sous la voûte d'entrée ou dans la cour, les équipages ou voitures qui viendraient dans la maison; de n'introduire sous la voûte d'entrée ou dans la cour aucune grosse voiture ou charrette; dans le cas où la police interdirait le déchargement sur la voie publique la rentrée des provisions devra s'effectuer directement de la voiture à l'endroit où ces provisions devront être emmagasinées;

17° De ne faire le service des fournisseurs ni aucun autre que par l'escalier de service, le grand escalier ne devant être utilisé que par les locataires eux-mêmes et les personnes venant les visiter; de faire son approvisionnement de combustible dans la matinée, et ce jusqu'à 11 heures et de ne pas introduire sauf en caves une quantité supérieure à 500 kilog.;

18° De ne loger dans l'appartement loué, sauf dans les endroits à ce destinés, aucune voiture automobile, motocycle ou bicyclette;

19° De tolérer, du 1<sup>er</sup> Juillet au 1<sup>er</sup> Octobre sans indemnité l'enlèvement des tapis d'escalier et de vestibule commun;

20° De ne rien jeter dans les grandes cours ou jardins, et de ne secouer les tapis que par les fenêtres donnant sur les cours intérieures, et cela dans la matinée jusqu'à 10 heures au plus tard;

21° De veiller à ce que la tranquillité de la maison ne soit troublée en aucune manière par le fait du preneur ou de gens à son service;

22° De ne laisser employer dans la cour à quelque usage que ce soit l'eau puisée à la fontaine; les robinets d'eau et l'ascenseur, s'il en existe dans la maison, pourront être fermés de minuit à 6 heures du matin;

23° De ne pas jeter ni laisser jeter durant les gelées aucune espèce d'eau dans les plombs ni pierre d'évier; elles seront descendues dans la rue;

24° De ne pouvoir faire aucune réclamation pour l'interruption dans le service des eaux provenant soit du fait de l'administration qui en dispose, soit de travaux de réparation, soit de gelées; pendant les gelées toutes les conduites d'eau seront fermées et le locataire devra s'approvisionner d'eau au robinet de la cave;

25° L'escalier et le vestibule communs seront éclairés depuis le coucher du soleil jusqu'à . . . heure sans indemnité au profit du locataire dans le cas où le service du gaz serait interrompu par un fait de l'administration ou une rupture de tuyaux ;

26° De laisser le bailleur ou son représentant visiter les lieux loués chaque fois que besoin sera, notamment en vue du règlement des réparations locatives et de les laisser visiter pour la location de . . . heure à . . . heures pendant les six mois qui précéderont l'expiration du bail ;

27° De se soumettre en outre au règlement de ladite maison pour le bon ordre la propreté et le service (règlement dont le preneur déclare avoir pris connaissance), notamment de n'avoir ni chiens ni chats ni oiseaux ;

28° En sus du loyer ci-dessus le preneur payera aux mêmes époques que le loyer une somme de . . . pour sa participation aux charges de la maison : éclairage, eau, entretien du tapis, &c.

(General Provisions.)

1° A défaut d'un seul terme de loyer à son échéance ou d'exécuter une clause quelconque du présent bail, et un mois après un simple commandement resté sans effet, le présent bail sera résilié de plein droit si bon semble au bailleur et sans qu'il ait à remplir aucune formalité judiciaire sans préjudice de tous dépens et dommages-intérêts.

En aucune circonstance, et pour quelque cause que ce soit, la clause ci-dessus ne pourra être considérée comme comminatoire et de style ; elle contient une dérogation expresse volue et acceptée par les parties, aux deux derniers paragraphes de l'article 1184 Code Civil ; elle devra donc être rigoureusement exécutée par les parties dont elle forme la loi.

Le tout sous réserve des droits du bailleur.

2° Les droits d'enregistrement du présent bail restent à la charge du preneur.

3° Pour l'exécution des présentes les parties font élection de domicile le bailleur en sa demeure sus-indiquée et le preneur dans les lieux présentement loués.

Fait double à . . . le . . .

(Signature of Proprietor) . . .

(Signature of Lessee) . . .

**Contract for Lease.****ENGAGEMENT DE LOCATION.**

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**ENTRE LES SOUSSIGNÉS.**

*A été arrêté et convenu ce qui suit :*

Monsieur . . . propriétaire d'une maison sise . . . donne à loyer à M. . . . demeurant rue . . . qui l'accepte.

Un local a . . . étage, composé d . . .

Le tout dépendant de la maison sus-désignée. Cette location est faite moyennant un prix annuel de . . . que M. . . . s'oblige à payer de . . . mois en . . . mois, aux époques ordinaires des termes, à partir du mois d . . . prochain, pour y entrer le . . . dudit mois.

*Les conduits et appareils à gaz appartiennent au propriétaire.*

Cette location est faite en outre aux charges et conditions suivantes, que M. . . . s'oblige à exécuter strictement :

1° D'habiter bourgeoisement et non autrement l'appartement loué par les présentes ;

2° De garnir et de tenir les lieux loués garnis de meubles de valeur suffisante pour garantir le payement des loyers ;

3° De jouir des lieux loués en bon père de famille, et les rendre à la fin de la location en bon état de réparations locatives ; réparations qui devront être faites avant le départ du locataire, sous peine d'un dépôt de garantie ;

4° De satisfaire aux charges de ville et de police dont les locataires sont ordinairement tenus et notamment de payer des contributions personnelle et mobilière ;

5° De ne pouvoir céder son droit à la présente location ou sous-louer en totalité ou en partie sans le consentement par écrit du propriétaire ;

6° De ne pouvoir non plus, sans son consentement, faire aucune modification ni changement dans la disposition des lieux loués ;

7° De souffrir faire les grosses réparations ou tous autres travaux qui pourraient être nécessaires ou utiles, sans pouvoir réclamer aucune indemnité, quelle qu'en soit la durée ;

8° De recevoir au moins deux fois par an le fumiste de la maison qui viendra ramoner les cheminées, et ce aux frais du locataire ; ce dernier devra les faire ramoner plus souvent s'il est



nécessaire ou le locataire devra justifier qu'il a fait exécuter sérieusement le ramonage au plus tard en Septembre et avant Avril. Les cheminées seront payées 1 fr.; les fourneaux suivant leur importance;

9° De ne jamais jeter pendant les gelées aucune espèce d'eau dans les plombs, pierre d'évier ou autres conduits intérieurs de la maison, mais de les faire descendre pour être vidées dans la rue;

10° De ne placer sur les balcons ou sur les appuis des croisées de la maison, ni caisses, ni pots de fleurs, cages, ni tout ce qui pourrait nuire à la propreté ou à l'aspect de la maison, non plus que d'étendre du linge, ni quoi que ce soit, sur les rampes d'appui, ou croisées, ou balcons;

11° De ne mettre sur l'escalier ni crochet, ni porte-manteaux, ni bat-habits;

12° De n'avoir ni chiens ni autres animaux;

13° De ne pouvoir faire monter ni eau, ni bois, ni charbon, ni aucun paquet encombrant après dix heures du matin;

14° De laisser visiter les lieux loués, de neuf heures du matin à cinq heures du soir (state when);

Les frais d'enregistrement de la présente location dans le cas où il deviendrait nécessaire, seraient à la charge du preneur.

*Fait double à Paris, le . . . mil neuf cent . . .*

## For a "Verbal" Lease (Bail Verbal).

Prix . . .

Nom du Locataire

ENGAGEMENT DE LOCATION.

Les Soussignés, M. . . . de la maison sise . . .

Et M. . . .

*sont convenus de ce qui suit :*

M. . . . loué à M. . . . ce acceptant à partir du premier . . . prochain aux clauses et conditions

d'usage un local dépendant de ladite maison tel qu'il se poursuit et comporte, la présente location est faite moyennant un loyer annuel de . . . payable de trois en trois mois aux termes ordinaires de l'année.

M. . . . s'engage en outre à garnir les lieux de meubles d'une valeur suffisante pour répondre des loyers, à justifier du paiement de ses contributions et à faire avant la sortie des dits lieux les réparations locatives qui pourront être nécessaires.

Il est interdit au locataire de sous-louer tout ou partie de son local sans l'autorisation du propriétaire.

Fait double entre les parties . . . ce . . .

## Notice of Leaving an Apartment, &c., by Consent.

### CONGÉ AMIABLE.

Entre les soussignés, M. . . . Propriétaire d'une Maison sise à Paris, rue . . . et demeurant rue . . . d'une part. Et . . . demeurant . . . d'autre part.

A été et demeure convenu ce qui suit :

M. . . . donne par les présentes congé à M. . . . qui accepte . . . pour par M. . . . sortir le . . . des localités qu' . . . occupe . . . ci-dessus indiquées, solder les loyers alors échus, faire place nette et propre et s'il y a lieu les réparations locatives.

Fait double à Paris, ce . . . mil neuf cent . . .

*Le Propriétaire . . .*

*Le Locataire . . .*

## Lost Objects.

### (Declaration of Loss.)

Préfecture de Police. DÉCLARATION DE PERTE.

1<sup>re</sup> DIVISION.

4<sup>e</sup> Bureau.

3<sup>e</sup> Section.

Je, soussigné :

Nom et prénoms :

Profession :

Domicile :

déclare que le (préciser le jour) . . . vers . . . heure  
 . . . j'ai perdu (préciser autant que possible l'endroit  
 où la perte a eu lieu et la trajet parcouru, voie publique  
 ou en voiture, quelle sorte de voiture, etc.) . . .

Désignation détaillée de l'objet perdu : (s'il s'agit  
 de papiers d'identité, bien indiquer l'état civil qu'ils  
 renferment) . . .

Paris, le . . . 190 .

Signature.

## Form for Declaring Loss of Shares, Bonds, &c.

### (Déclaration de Pertes de Titres.)

#### (For Paper recognised by the Courts.)

M. . . . demeurant à . . . département de . . . propriétaire  
 de . . . obligations de . . . Compagnie du . . . et portant le  
 numéro . . . ayant perdu son certificat nominatif à la date  
 du . . . après avoir fait connaître d'abord cette perte à la com-  
 pagnie, la lui a régulièrement dénoncée par exploit de M. . . .  
 huissier à . . . en date du . . . 190 . enregistré, contenant  
 opposition sur le titre perdu, tant pour le service des intérêts  
 qu'en ce qui concerne le transfert, la conversion du titre et le  
 remboursement du capital.

La présente insertion a lieu conformément à l'article . . . des  
 statuts de la compagnie sus-indiquée et des délibérations et  
 décisions de son conseil d'administration, pour porter à la con-  
 naissance du public la perte du certificat nominatif indiqué  
 ci-dessus et pour servir à ce que de droit.

**Military Service.****(Form of Recruiting for the French Army.)**

Ad. (A. 196.)

**RECRUTEMENT :**Département de  
la Seine.

RÉPUBLIQUE FRANÇAISE.

LIBERTÉ—ÉGALITÉ—FRATERNITÉ.

Ville de Paris.

e Arrondisse-  
ment.**RECRUTEMENT.**

Classe de 1900.

N° de tirage.

**CONVOCATION.***Devant le Conseil de revision, adressée par le Préfet et  
notifiée par le Maire.*(1) Nom et  
Prénoms.M.<sup>1</sup>inscrit sur les tableaux de recensement du  
e arrondissement de Paris, est invité à se présenter  
devant le Conseil de revision, qui se réunira le <sup>2</sup>(2) Jour et  
date.

à heure

pour procéder à la formation de la

classe de 1900.

*Le Préfet du Département de la Seine,*  
J. DE SELVES.Notifié au jeune homme ci-dessus dénommé,  
le 1900*Le Maire* e arrondissement de Paris.**AVIS.**Les jeunes gens doivent se présenter devant le Conseil au jour et à l'heure  
fixés par la présente convocation.S'ils ne se présentent pas ou ne se font pas représenter, ils sont déclarés  
absents bons pour le service armé.Les jeunes gens qui ont à réclamer le bénéfice des articles 21, 22, 23 et  
50 de la loi du 15 juillet 1899 (*dispense légale ou conditionnelle*) doivent, s'ils  
ne l'ont déjà fait, déposer sans retard à la Mairie leurs demandes avec les  
pièces à l'appui, la justification de leur droit devant, sous peine de déchéance,  
être faite devant le Conseil de revision, au jour fixé par la présente convocation.Les demandes doivent être accompagnées, suivant les cas, des pièces  
justificatives énumérées d'autre part.

**Form of Power of Attorney to Sue, &c.****POUVOIR.**

Soussigné . . . demeurant à . . .

Donn . . . par ces présentes pouvoir à M. . . . De  
pour . . . et en . . . nom se présenter devant le  
Tribunal de . . . sur la demande formée par . . .  
contre . . .

et sur toutes autres faites et à faire, consentir toutes  
compétences et juridictions, même en dernier ressort,  
conclure, traiter, plaider, transiger, se concilier s'il se  
peut, demander et accorder tous délais, choisir tous  
experts ou arbitres, compromettre, former toutes  
demandes en déclaration de faillite, les soutenir ; lever,  
signifier et exécuter tous jugements ou en appeler ;  
former opposition, faire toutes inscriptions ou saisie,  
en donner main-levée, faire toutes productions à  
ordres, contributions, faillites et distributions, tous  
dires, contestations, affirmations et réquisitions, rece-  
voir toutes sommes, remettre et recevoir toutes pièces,  
signer toutes quittances, mains-levées et décharges,  
constituer tous avoués, avocats et agréés et les revo-  
quer ; assister à toutes convocations, délibérations et  
nominations d'agents, syndics, caissiers et liquidateurs,  
y prendre part, faire toutes demandes et constatations,  
signer tout Concordat ou arrangement particulier ou  
contrat d'union, élire domicile, changer les élections,  
substituer, exécuter les jugements par toutes voies  
extraordinaires ; introduire ou défendre à tous référés,  
en exécuter les ordonnances, faire tous écrous et  
recommandations, en donner main-levée et générale-  
ment faire tout ce qu'il croira nécessaire à  
intérêts ; promettant l'avouer

Enregistré à  
1<sup>re</sup> case

reçu trois francs,  
décimes 75 centimes.

Fait à

BON POUR POUVOIR.

Certifié sincère et  
véritable par le  
mandataire sous-  
signé.

(These words must be written in the hand-  
writing of the person signing.)

(Signature.)

## Form of Receipt for Rent.

M Timbre . . . . . 10 Loyer . . . . . Portes et Fenêtres . . . . . Eclairage excep <sup>al</sup> . . . . . Enreg <sup>t</sup> et Droit prop <sup>al</sup> . . . . . Balayage . . . . . Eau . . . . . Tapis . . . . . Calorifère . . . . . Ordures ménagères . . . . . Total	No.  QUITTANCE DE LOYER.  Pour le terme éch 190  Je soussigné, Propriétaire d'une Maison sise à Paris M la Somme de pour un terme du Loyer des lieux qu' dite Maison Dont quittance sans préjudice du terme courant et sous la réserve de tous mes droits. Paris, le mil neuf cent.
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OBLIGATIONS DES LOCATAIRES

- Un locataire ne peut déménager :
- 1° sans avoir au préalable reçu ou donné congé par écrit dans les délais prescrits.
  - 2° sans avoir fait les réparations locatives qui sont à sa charge suivant l'usage ou d'après l'état des lieux.
  - 3° avant d'avoir prouvé par une quittance du receveur qu'il a acquitté toutes les contributions.
- Les Locataires devront également :
- 1° faire ramoner les cheminées et les poêles au moins une fois l'an.
  - 2° ne pas étendre de linge aux croisées ni dans les jardins.
  - 3° ne pas mettre de pots de fleurs sur les appuis des fenêtres.
  - 4° descendre les eaux ménagères aux époques des fortes gelées sous peine d'avoir à payer les réparations de tuyaux qui par suite viendraient à s'engorger.

**Ordinary Form of Receipt.**

Reçu de M. (name of person paying)

demeurant à (residence)

la somme de (the sum should be written out entirely in words)

pour (mention object of the payment) .

Stamp, 10c., which  
must be cancelled  
and dated.

Paris, le (date)

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(Signature.)

**Sommation.**  

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The following is a form of sommation, or *mise en demeure*, by a plaintiff to defendant :

L'an . . . à la requête de M. (name in full and profession),  
demeurant à . . . j'ai . . . (description of huissier), soussigné fait  
sommation au sieur B. (name in full and profession), demeurant  
à . . . où étant et parlant à . . .

De dans 24 heures (or other interval) payer au requérant la  
somme de . . . qu'il lui doit pour . . .

Lui déclarant que faite par lui de ce faire dans ledit délai  
. . . icelui passé, le requérant se pourvoira judiciairement pour l'y  
contraindre.

A ce qu'il n'en ignore. Et je lui ai, étant et parlant comme  
dessus, laissé copie du présent dont, le coût est de 7 fr. 55 c.  
Employé pour la copie une feuille de timbre spécial à 60 centimes.

(Signature of the Huissier.)

## Suing In Formâ Pauperis.

(Form of Demand for "Assistance Judiciaire.")

A

M. le Procureur de la République.

Près le Tribunal . . .

Le soussigné (the undersigned here gives his name in full, profession, and domicile) a l'honneur de vous exposer que (indicate clearly the cause of action and the papers, documents, &c., upon which the petitioner founds his claim for *assistance judiciaire* and his object in suing or defending, &c.)

Que dans ces circonstances, il doit recourir aux tribunaux à l'effet de sauvegarder ses intérêts; mais que ses ressources ne lui permettant pas de faire face aux frais d'une instance, il invoque le bénéfice de la loi de 22 Janvier, 1851, pour obtenir l'assistance judiciaire.

Par ces motifs, il conclut à ce qu'il vous plaise, M. le Procureur de la République, vu: 1° un certificat délivré par le percepteur de son domicile, constatant qu'il n'est pas imposé (ou un extrait du rôle de ses contributions); 2° une déclaration conforme aux prescriptions de l'art. de la loi précitée pour le faire admettre au bénéfice de l'assistance judiciaire à l'effet de poursuivre l'action qu'il est dans l'intention d'intenter contre le sieur (ou que le sieur) . . . a intentée contre lui.

(Signature in full.)

## Form of Notifying Wife's Desertion.

. . . prévient le public et les commerçants qu'il ne payera ni reconnaîtra aucune des dettes qu'a pu or pourra contracter sa femme née . . . qui a quitté le domicile conjugal.



**Form of Affidavit for Importation of Seal-skins or Seal-skin Garments into the U.S.**

Invoice No.

CONSULATE-GENERAL OF THE UNITED STATES OF  
AMERICA, AT PARIS, FRANCE.

I, . . . retail manufacturing furrier, of . . . first being duly sworn, do hereby state upon my solemn oath that I have on this . . . day of . . . 190 . . . sold at my store in . . . to . . . of . . . U.S.A., the seal-skin garment described in the foregoing attached invoice; and I do further make oath that said garment was manufactured by me from the skins of fur seals, killed on the . . . , said skins being of a parcel purchased (for me) by . . . of . . . from . . . of . . . at their sale on the . . . day of . . . 190 , and described in their catalogue dated . . . as Lot No. . . . and were dressed by . . . of . . . and dyed by . . . of . . . And further that said skins had pricked in certain marks by the dresser and dyer as follows:—

And I do further make oath that no skins or parts of skins, other than those above described, have been used in the manufacture of said garment, which is more fully described as follows:—

Description,	Name of Purchaser.	Price paid.
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(Signed)

SWORN TO AND SUBSCRIBED before me, at the United States Consulate-General in PARIS, FRANCE, this . . . day of . . . 190 .

U.S. DEPUTY CONSUL-GENERAL.

T

REPUBLIC OF FRANCE. }  
CITY OF PARIS, FRANCE. } ss.

I, . . . Deputy Consul-General of the United States of America, in and for the Consular District of PARIS, FRANCE, do hereby certify the fur seal skins from which the foregoing described garment was made were exhibited to me in my office at PARIS on the . . . day of . . . 190 by the manufacturer of said garment, together with the proofs of origin; and further that I caused to be stamped upon said skins for identification the following described marks:—

I do further certify that I am satisfied that the person making the affidavit hereto annexed is the person he represents himself to be, and that the actual market value or wholesale price of the merchandise described in the said invoice in the principal markets of the country at the time of exportation is correct and true; I do further certify that from the proofs submitted to me by the manufacturer of said fur-seal garments, I am satisfied that the annexed statement made by him is correct and true, and that no part of said garment is made from fur seal skins, the importation of which is prohibited by the Act of Congress, dated December 29th, 1897.

Invoice No.

(Signed)

U.S. DEPUTY CONSUL-GENERAL.

**U.S. Consular Form.****DISINFECTION OF FRESH AND MOIST HIDES OF NEAT CATTLE.**

(Dry hides which have been salted or arsenic cured do not require disinfection.)

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189 .

This is to certify that the fresh or moist hides of neat cattle\* . . . , covered by invoice No. . . . , dated . . . , 189 , embracing a consignment from . . . to . . . per . . . , have been thoroughly disinfected by means of immersion in a *five per cent. solution of carbolic acid or a one to one thousand solution of bichloride of mercury*;† that such disinfection was personally superintended by‡ . . . as directed by the circular of the Department of State of January 22, 1895; and that to the best of my knowledge and belief, said hides are now free from contagion and will not tend to the introduction or spread of any contagious or infectious disease among the cattle of the United States.

*U.S.*

\* State whether salted or not.

† Consular officer should erase designation of process not employed.

‡ Consul or some person relied upon by consul and employed by the shipper at his own expense.

**Form of Promissory Note.**

(The promissory note must be stamped, which varies according to the amount of the P.N.)

le . . . B.P.F.

A . . . veuillez payer contre ce Mandat à l'Ordre de . . . la  
Somme de . . . Valeur.

A.M.

No.

## Form for Appointing Attorney to Receive Letters, &c., from Post Office.

Apposer ci-dessous un timbre  
de dimension de 60 centimes.

POSTES ET  
TÉLÉGRAPHES.

### AUTORISATION

POUR

RECEVOIR OU RETIRER DES LETTRES CHARGÉES OU RECOMMANDÉES,  
ET TOUCHER LES MANDATS-POSTE ET LES MANDATS TÉLÉGRAPHIQUES.

Je soussigné . . . demeurant à . . . rue . . . , n° . . . ,  
autorise, par ces présentes, (\*) . . . à recevoir à mon domicile, ou  
à retirer à la poste restante de tout bureau de poste, les lettres  
chargées ou recommandées, à mon nom, ainsi qu'à toucher les  
mandats-poste et les mandats télégraphiques qui me seraient  
adressés, à donner à cet effet toutes décharges, signer tous  
registres et documents, et généralement faire tout ce qui sera  
nécessaire.

Fait à . . . le . . .

*Signature :*

*Signature du fondé de pouvoirs :*

Vu pour la légalisation de la signature  
de M.

*Le Maire*

Vu :

Paris le

*Le Receveur des Postes et des Télégraphes.*

\* Indiquer les noms du ou des fondés de pouvoirs, et leur domicile.

## NOTES

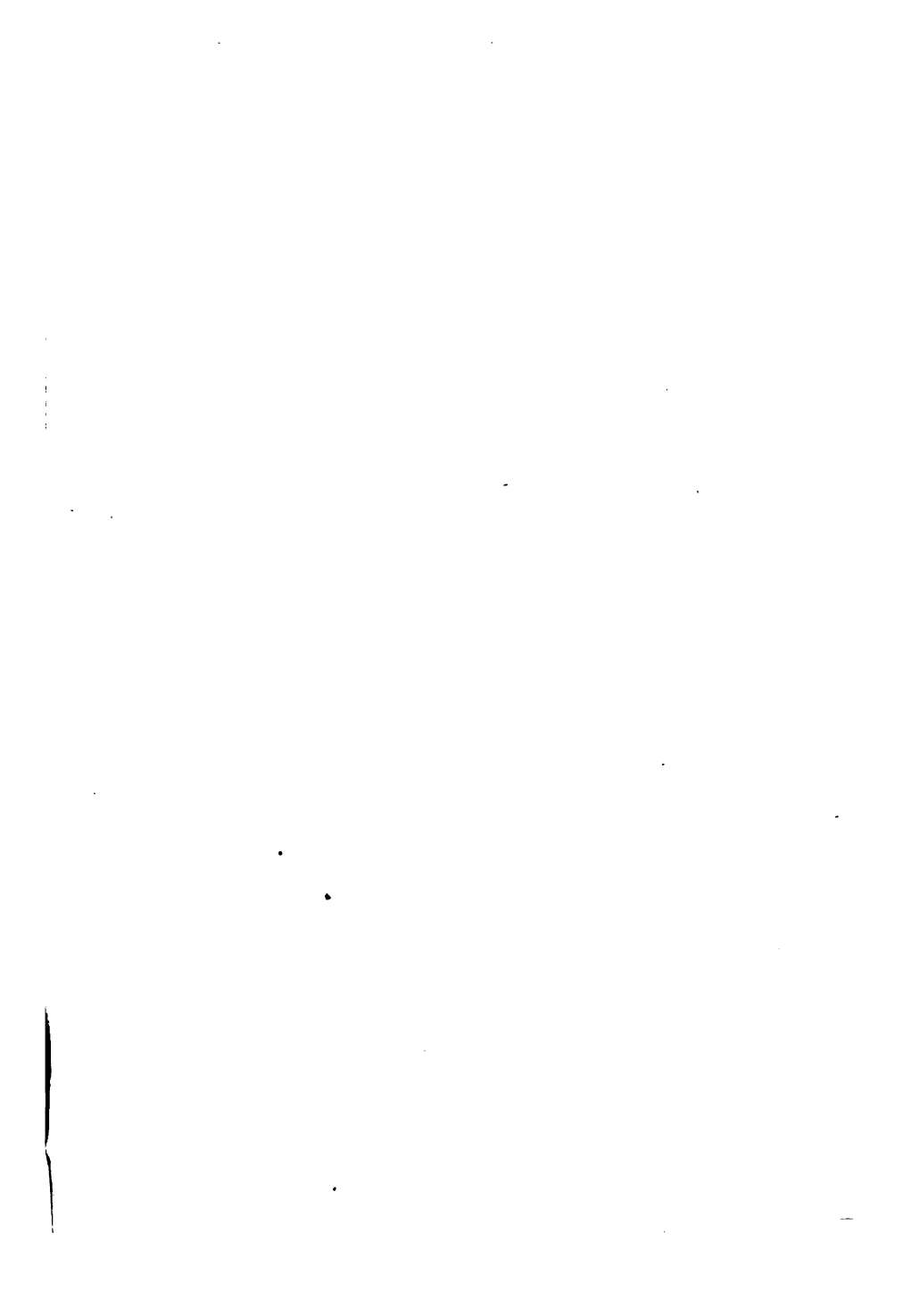
"Interest," p. 133. This was the old rate of interest. The legal rate of interest is *now* 4 per cent. in civil matters and 5 per cent in commercial affairs.

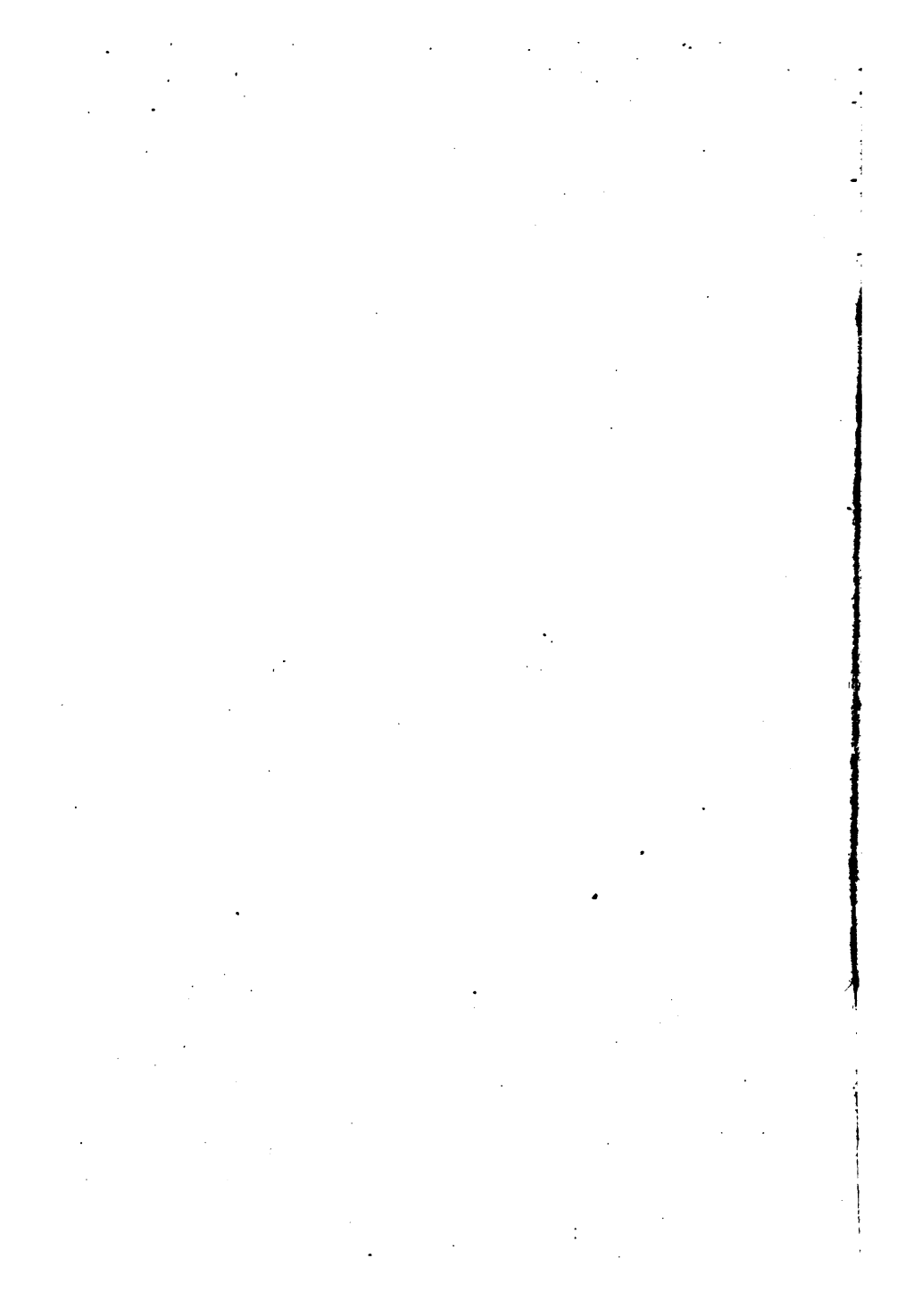
"Courts of Appeal," p. 79. Without counting the Court of Appeal of Alger, there are 26.

"Legal Tender," p. 141—"moneys coined before 1864." This refers to certain smaller silver coins.

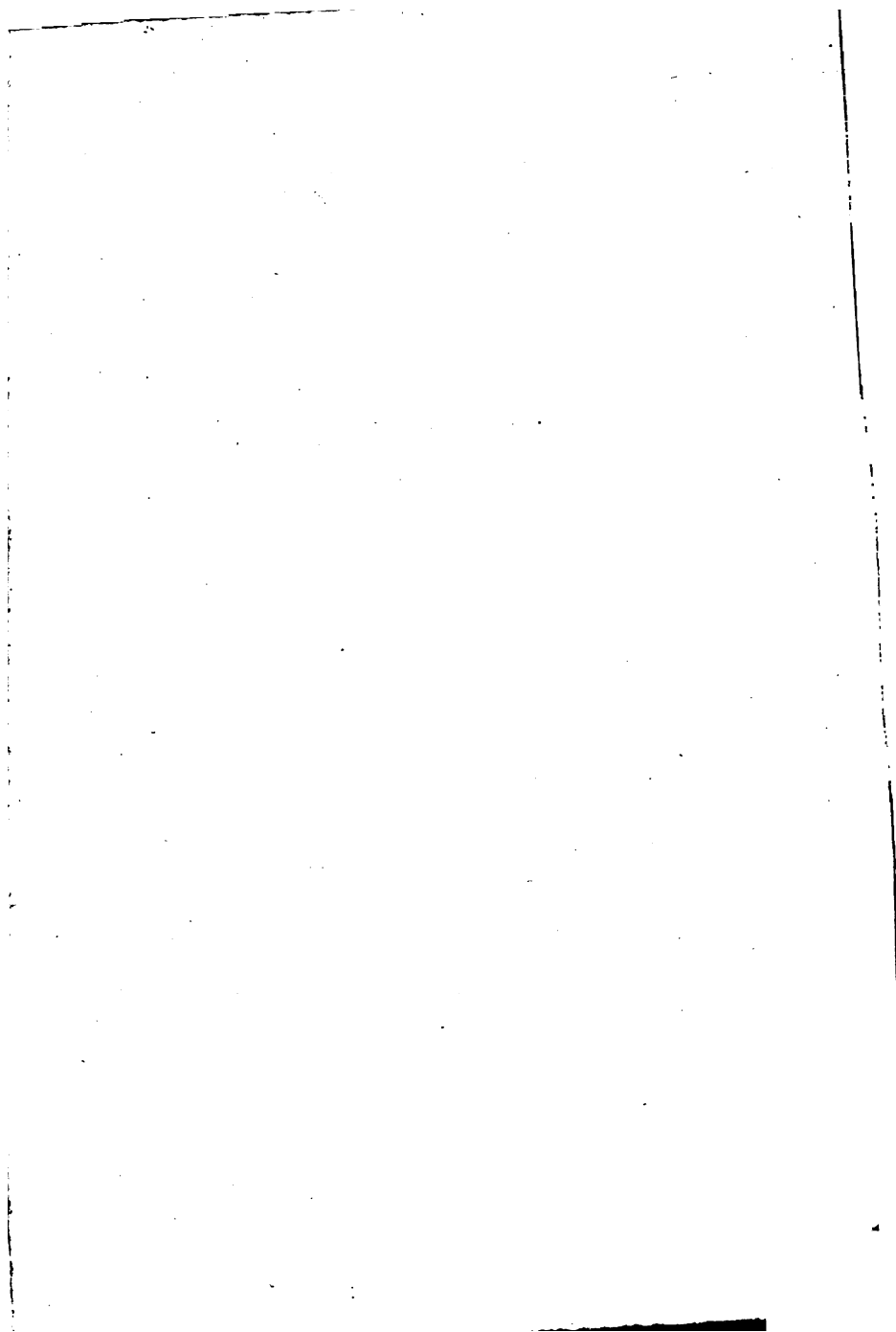
"Limitations," p. 142. Ten years is the limit for actions of wards against their guardians, and some other special cases.











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